NFT License Agreement

This License Agreement (this "**Agreement**") is a legally binding agreement between you and Eco-Bit that describes the rights in Artwork you may obtain when you purchase or receive any Chia NFT subject to this license. For clarity, this Agreement does not otherwise govern the transaction that is effectuated on the Chia blockchain when you buy or offer to buy any Chia NFT, including through any related decentralized technologies, websites, services, tools, applications, smart contracts, and APIs, which are provided by third party vendors and governed by and subject to the terms of use provided by those third party vendors, unless such third party terms of use conflict or are inconsistent with the terms of this Agreement, in which case the terms of this Agreement shall prevail. By accepting ownership of the Chia NFT, you agree to abide by the terms of this Agreement.

1. Definitions
    1. 1.1 "**Chia NFT**" means a unique Chia blockchain-tracked, non-fungible token that serves as a digital collectible and was originally created by Chia.
    2. 1.2 "**Artwork**" means the original artwork that was minted as a Chia NFT.
    3. 1.3 "**NFT Marketplace**" means any third party vendors that facilitates buying, selling or trading of Chia NFTs.
    4. 1.4 "**Chia Offers**" means buying, selling or trading Chia NFTs via the Offers feature that allows buyers and sellers to seamlessly create and accept trade offers all from the privacy of their Chia wallet. Offers allow two people who have never met to propose and complete a trade in a way that neither side can cheat and does not need escrow.
    5. 1.5 "**Own"** or **"Owned**" means a Chia NFT that (a) you originally purchased/received from Chia or from an NFT Marketplace; or (b) purchased/received on an NFT Marketplace from a legitimate owner of that Chia NFT; or (c) purchased/received through Chia Offers from a legitimate owner of that Chia NFT.
    6. 1.6 "**Third Party IP**" means any third-party copyrights, trademarks, patent rights (including, without limitation, patent applications and disclosures), trade secrets, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

2. License

    Subject to your compliance with the terms of this Agreement, Eco-Bit hereby grants you a worldwide, non- exclusive, personal, limited license to display the Artwork associated with any Chia NFT(s) that you Own, privately or publicly, solely for personal, non-commercial purposes, including on social media platforms, digital galleries, or otherwise on the Internet or in association with your offer to sell or trade your Chia NFT(s). This license does not grant you any rights in or to the Artwork separate from the associated NFT(s), including any of the copyrights described in Section 4 of this Agreement.

3. Restrictions

    You agree that you may not, and will not permit any third party to, do or attempt to do any of the following without Eco-Bit's express prior written consent in each case: (i) modify the Artwork associated with your Chia NFT(s) in any way; (ii) use the Artwork to advertise, market, or sell any product or service; (iii) use the Artwork in connection with malicious, harmful, offensive or obscene images, videos, or other materials or forms of media, including any that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise violate applicable laws or regulations or infringe upon the rights of others; (iv) attempt to mint, tokenize, or create an additional cryptographic

token representing the Artwork on any platform; (v) use or incorporate the Artwork in movies, videos, video games, or any other forms of media for a commercial purpose; (vi) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Artwork; (vii) otherwise commercially use or exploit any Artwork for your or any third party's benefit, including by selling copies of any Artwork or selling derivative works embodying any Artwork; (viii) trademark, copyright, or seek to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork, including any Eco-Bit name, trademark, logo, trade dress, or other source indicators contained or depicted therein; (ix) falsify, misrepresent, or conceal the authorship of the Artwork or the Chia NFT.

4. Ownership

You acknowledge and agree that Eco-Bit (or, as applicable, its licensors) owns all legal right, title and interest in and to the Artwork, and all intellectual property rights therein. The rights that you have in and to the Artwork are limited to those expressly described in Section 2 of this Agreement. Eco-Bit (on behalf of itself and, as applicable, its licensors) reserves all other rights in and to the Artwork, including all copyrights in and to the Artwork (e.g., the right to prepare derivate works, to reproduce and make copies, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).

5. License Term

The license granted in Section 2 of this Agreement applies only to the extent that you continue to Own the applicable Chia NFT. If at any time you sell, trade, donate, give away, or transfer your Chia NFT to a new Owner through an NFT Marketplace or Chia Offers, the license granted in Section 2 shall be transferred to that new Owner, and you will have no further rights in or to the Chia NFT or Artwork associated with that Chia NFT. If at any time you burn or otherwise dispose of your Chia NFT for any reason, or sell, trade, donate, give away, or transfer your Chia NFT other than through an NFT Marketplace or Chia Offers, the license granted in Section 2 of this Agreement will immediately expire with respect to that Chia NFT without the requirement of notice or any further action, and you will have no further rights in or to the Chia NFT or Artwork associated with that Chia NFT.

6. Indemnification

You shall indemnify, defend and hold harmless Eco-Bit, its affiliates and licensors, and its and their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable attorneys' fees) arising from your breach or alleged breach of this Agreement. Eco-Bit will also have the right to provide our own defense additionally or alternatively at our own expense.

7. Limitation of Liability

In no event will Eco-Bit be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. Eco-Bit's aggregate liability under this Agreement shall not exceed the net revenues actually received by Eco-Bit in connection with any transaction in which you purchased or sold your Chia NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. In no event will Eco-Bit be liable for any inability for you to access the Artwork for any reason, including as a result of

any downtime, failure, obsolescence, removal, termination or other disruption relating to (a) the servers upon which the Artwork is stored; (b) any other NFT platform or marketplace.

Neither the creator of this collection, scrutinous, nor the company Chia Network Inc. is to be held accountable or liable for damages of any kind experienced by Licensee, to include, but not be limited to: financial difficulty, loss of profit, loss of assets, or any incidental damages which may occur with interactions with cryptographic blockchain technology.

It is Licensee responsibility to practice good security measures and sound financial planning.

Again, the issuer Eco-Bit shall not be liable for any damages, losses, or liabilities that may arise from the use, ownership, or transfer of the NFT, including but not limited to any direct, indirect, incidental, or consequential damages. This waiver of liability applies to all users of the NFT, including the purchaser, re-purchasers, and any third-party users. By using, owning, or transferring the NFT, all parties acknowledge and agree to this waiver of liability.

The licensee or any user of the NFT agrees not to press any chargers for whatever reason regarding the NFT.

8. Assignment

   Eco-Bit will have the unrestricted right to assign this Agreement and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. This Agreement (including, without limitation, the license granted hereunder) is personal to you and shall not be assigned or transferred by you, except to a new Owner of the Chia NFT as set forth in Section 5 above. Any other attempt by you to assign, sub-license, or transfer your rights under this Agreement shall be null and void.

9. Dispute Resolution

   This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the country and/or state specified by Eco-Bit in due time, without regard to its conflicts-of-law principles. Any dispute arising out of or relating to this Agreement may be brought and adjudicated only in the courts, federal or state, to be specified by Eco-Bit, and Eco-Bit and you submit to the exclusive jurisdiction of such courts and waive any objections based upon improper venue or inconvenient forum. Neither Eco-Bit nor you will seek to litigate any claims against the other on a class action or representative party basis and shall pursue any claims solely on an individual basis.

10. Remedies

    Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover damages in an action at law, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.

11. Miscellaneous Terms

    This Agreement constitutes the complete understanding and agreement of you and Eco-Bit with respect to the Artworks and supersedes any and all prior or contemporaneous written or oral agreements between you and Eco-Bit with respect to all Artworks. Prior agreements between Eco-Bit and you relating to any artwork(s) will continue to govern those prior artwork(s). The language of any clause or term of this Agreement will not be construed for or

against the drafter. No right or term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing and signed by you and Eco-Bit. Any modification or amendment to this Agreement must be made in writing and signed by you and Eco-Bit.