

## **Slothiez Purchase Agreement**

The Slothiez brand and each Purchaser may be referred to throughout this Agreement collectively as the “**Parties**” or individually as a “**Party**”. This Agreement governs the rights and obligations with respect to an Slothiez. By purchasing an Slothiez, you acknowledge that you have carefully read and agree to the terms of this Agreement.

### **1. Agreement to Terms.**

(a) “**Slothiez**” means a non-fungible token (NFT) (i.e., a controllable electronic record recorded on a blockchain) that is associated with an image of Fundamental Art. “**Fundamental Art**” means those images of a unified NFT collection, and the underlying creative elements (i.e., “traits” or “properties”) that form them, such as the various visual. For avoidance of doubt, the Fundamental Art is digital in nature and does not include, is not linked to, and is not sold together with, any items or representations that have physical dimensions such as mass or volume.

(b) Additional Terms: Slothiez may be available for purchase on one or more third-party platforms, such as OpenSea (each, an “**NFT Marketplace**”), which we do not operate. The access and use of the NFT Marketplace are subject to the separate terms of the NFT Marketplace.

### **2. Ownership of an Slothiez NFT.**

When Purchaser acquires an Slothiez, Purchaser owns all personal property rights to that Slothiez (e.g., the right to freely sell, transfer, or otherwise dispose of that Slothiez). Such rights, however, do not include the ownership of the intellectual property rights in the Fundamental Art.

### **3. Reservation of Rights.**

General. All rights in and to the Fundamental Art not expressly provided for in this Agreement are hereby reserved by The Slothiez brand. The Fundamental Art is licensed, not sold. The Slothiez brand owns and will retain all title, interest, ownership rights and intellectual property rights in and to the Fundamental Art. Without limitation, Purchaser shall not, nor permit any third party to do or attempt to, do any of the following without express prior written consent from The Slothiez brand: (i) modify the Fundamental Art except as expressly permitted herein; (ii) use the Fundamental Art to advertise, market, or sell any product or service except as expressly permitted herein; (iii) use the Fundamental Art in connection with media that depicts hate speech, vulgarity (e.g., pornography), offensive behavior, violence, cruelty, or illegal activities (iv) attempt to register any trademark, copyright, or otherwise acquire intellectual property rights in or to the Fundamental Art; (v) represent or imply that your exercise of the Commercial License is endorsed by or affiliated with The Slothiez brand; or (vi) make defamatory or dishonest statements about The Slothiez brand, Slothiez, or otherwise damage the goodwill, value or reputation of The Slothiez brand or the Slothiez.

(a) Enforcement. The Slothiez brand reserves the exclusive right to: (1) register and otherwise protect all intellectual property and other rights in any to the Fundamental Art and (2) enforce the intellectual property rights in and to the Fundamental Art.

(b) Right to Interpret and Clarify. The Slothiez brand and Purchaser recognize that the reservation of rights in Section 3 is novel and unforeseen circumstances may require clarification.

As such, The Slothiez brand reserves the right to interpret and clarify the terms of this Agreement in relation to such circumstances it deems novel or unforeseen.

#### 4. **Fees and Purchaser Obligations.**

(a) Purchase and Sale. The valid execution of this Agreement, including the delivery of the purchased Slothiez, is conditioned upon the following terms being met: (i) Purchaser's payment and The Slothiez brand's receipt of the purchase price, if applicable, and/or Purchaser's payment of the creator royalty fee declared by The Slothiez brand at the time of Purchase, as applicable, (ii) Purchaser's provision to The Slothiez brand a compatible network wallet address ("**Wallet**") to which the Purchaser's Slothiez will be delivered; and (iii) Purchaser's successful completion of any applicable anti-money laundering, sanctions and other processes as may be requested by The Slothiez brand. If the Purchaser fails to meet any of the conditions above, The Slothiez brand may suspend the delivery of the purchased Slothiez or terminate the transaction.

(b) Gas Fees. By buying or selling an Slothiez on an NFT Marketplace, you agree to pay all applicable fees and royalties, and, if applicable, you authorize The Slothiez brand to automatically deduct fees (including any transaction fees, or Gas Fees, as applicable) directly from Purchaser's payments for the transaction or subsequent transactions. "**Gas Fees**" fund the network of computers that run the decentralized blockchain network, meaning that Purchaser will need to pay a Gas Fee for each transaction that occurs via the blockchain network. The Slothiez brand has no insight into or control over these payments or transactions, nor does The Slothiez brand have the ability to reverse any transactions. Accordingly, The Slothiez brand will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions of Slothiez that you engage in.

(c) Transfers: All subsequent transactions of an Slothiez are subject to the following terms: (i) an Slothiez transferee (the "**Transferee**") shall, by purchasing, accepting, accessing or otherwise using an Slothiez or Fundamental Art, be deemed to accept all of the terms of this Agreement as a "Purchaser" hereof (other than with respect to Sections 4(a) and 4(b)); (ii) an Slothiez transferor shall provide notice to the Transferee of this Agreement, including a link or other method by which the terms of this Agreement can be accessible by the Transferee.

(i) Purchaser further acknowledges and agrees that all subsequent transactions of an Slothiez will be effected on the blockchain network governing Slothiez, and Purchaser will be required to make or receive payments exclusively through its cryptocurrency wallet.

5. **The Slothiez brand's Rights and Obligations to the Fundamental Art and Slothiez.** The Parties acknowledge and agree that The Slothiez brand is not responsible for the ultimate rendering of the Fundamental Art.

6. **Warranty Disclaimers and Assumption of Risk.** Purchaser represents and warrants that it (a) is the age of majority in Purchaser's place of residence (which is typically 18 years of age) and has the legal capacity to enter into this Agreement, (b) that Purchaser will use and interact with its purchased Slothiez and Fundamental Art only for lawful purposes and in accordance with this Agreement, and (c) that Purchaser will not use its purchased Slothiez or Fundamental Art to violate any law, regulation or ordinance or any right of The Slothiez brand, its licensors or any

third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent. Purchaser further agrees that it will comply with all applicable law.

THE SLOTHIEZ ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE SLOTHIEZ BRAND EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE SLOTHIEZ BRAND MAKES NO WARRANTY THAT THE SLOTHIEZ WILL MEET PURCHASER’S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE SLOTHIEZ BRAND MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT RELATED TO THE SLOTHIEZ.

THE SLOTHIEZ BRAND WILL NOT BE RESPONSIBLE OR LIABLE TO PURCHASER FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF AN SLOTHIEZ, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS TO SLOTHIEZ; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE SLOTHIEZ.

AN SLOTHIEZ ARE INTANGIBLE DIGITAL ITEMS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ITEM OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH THE SLOTHIEZ BRAND DO NOT CONTROL. THE SLOTHIEZ BRAND DO NOT GUARANTEE THAT THE SLOTHIEZ BRAND OR ANY THE SLOTHIEZ BRAND PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY SLOTHIEZ. PURCHASER BEARS FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ITEMS PURCHASER PURCHASES THROUGH THE NFT MARKETPLACE. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, THE SLOTHIEZ BRAND MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ITEMS ON THE NFT MARKETPLACE OR ANY PURPORTED SUBSEQUENT TRANSACTIONS.

THE SLOTHIEZ BRAND IS NOT RESPONSIBLE ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF AN SLOTHIEZ. THE SLOTHIEZ BRAND IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING SLOTHIEZ, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

**8. Assumption of Risk.** Purchaser accepts and acknowledges all risks associated with the following:

(a) Purchaser is solely responsible for determining what, if any, taxes apply to Purchaser's purchase, sale, or transfer of Slothiez. The Slothiez brand is not responsible for determining or paying the taxes that apply to such transactions.

(b) The Slothiez brand does not store, send, or receive cryptocurrency assets. Any transfer of cryptocurrency assets occurs within the supporting blockchain that is not controlled by The Slothiez brand. Transactions in Slothiez may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions of an Slothiez shall be deemed to be made when recorded on a public blockchain ledger, which is not necessarily the date or time that Purchaser initiated the transaction.

(c) There are risks associated with using an Internet based digital item, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet. The Slothiez brand will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when effecting Slothiez transactions, however caused.

(d) Transactions involving an Slothiez may rely on third-party platforms to perform transactions. If The Slothiez brand is unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if The Slothiez brand violates or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and interactions of an Slothiez may suffer.

9. **Links to Third Party Websites or Resources.** Use and interaction of Slothiez and Fundamental Art may allow Purchaser to access third-party websites or other resources. The Slothiez brand provides access only as a convenience and is not responsible for the content, products or services on or available from those resources or links displayed on such websites. Purchaser acknowledges sole responsibility for and assumes all risk arising from Purchaser's use of any third-party resources. Under no circumstances shall Purchaser's inability to view its Fundamental Art on a third-party website serve as grounds for a claim against The Slothiez brand.
10. **Termination of License to Fundamental Art.** Purchaser's license to the Fundamental Art shall automatically terminate and all rights shall revert to The Slothiez brand if at any time: (i) Purchaser breaches any portion of this Agreement or (ii) Purchaser engages in any unlawful activity related to an Slothiez. Upon any termination, discontinuation or cancellation of Purchaser's license to Fundamental Art, The Slothiez brand may disable Purchaser's access to the Fundamental Art and Purchaser shall delete, remove, or otherwise destroy any back up or single digital or physical copy of the Fundamental Art. Upon any termination, discontinuation or cancellation of the license in this Agreement, the following Sections will survive: 2, 3, 5 through 13.
11. **Indemnity.** Purchaser shall defend, indemnify, and hold the The Slothiez brand harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought by a third party (including any person who accesses or transacts using an Slothiez whether or not such person personally purchased an Slothiez) against The Slothiez brand, or on account of the

investigation, defense, or settlement thereof, arising out of or in connection with (a) your access to or use of the NFT Marketplace or (b) your breach of this Agreement.

**12. Limitation of Liability.**

NEITHER THE SLOTHIEZ BRAND NOR ITS SERVICE PROVIDERS, INVOLVED IN CREATING, PRODUCING, OR DELIVERING AN SLOTHIEZ WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SLOTHIEZ OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH SLOTHIEZ OR ACCESS THE FUNDAMENTAL ART, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE SLOTHIEZ BRAND OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**13. General Terms.** This Agreement will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, in particular any Transferee. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement. Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing. No amendment to this Agreement or waiver of any provision hereof will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby. Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other Party in any manner. Nothing contained in this Agreement will be deemed to create any third-party beneficiary right upon any third party whatsoever. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed or not by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect its interpretation. Neither Party will be afforded or denied preference in the construction of this Agreement, whether by virtue of being the drafter or otherwise. For purposes of this

Agreement, the words and phrases “include,” “includes”, “including” and “such as” are deemed to be followed by the words “without limitation”. Any notices or other communications provided by The Slothiez brand under this Agreement be given by contacting the Purchaser at the contact information provided on the NFT Marketplace or directly to The Slothiez brand. Purchaser may give notice to The Slothiez brand by contacting the The Slothiez brand at the contact information provided on the NFT Marketplace or at [info@luckysloths.com](mailto:info@luckysloths.com). Notice is effective upon receipt. The Parties have agreed to contract electronically, and accordingly, electronic signatures will be given the same effect and weight as originals.