

## **NFT SALE AGREEMENT**

This NFT Sale Agreement dated with effect from the Auction Date set out herein (“**Agreement**”), is a legally binding agreement by and between **Timmy Trumpet Blockchain Enterprises Pty Ltd** (“**TTT**”) and: (i) you as a purchaser of the TTT NFT (as defined below); and (ii) any subsequent purchaser(s) of the TTT NFT (collectively and as applicable, “**You**” and “**Your**”). TTT and You may be referred to throughout this Agreement collectively as the “**Parties**” or individually as a “**Party**”.

### **Whereas:**

- A. TTT is the owner of a physical trumpet musical instrument created for TTT (“**Physical Asset**”). TTT has created the ETERNAL NFT as a key to provide access to the ETERNAL Passport NFT which incorporates and is linked to the Physical Asset.
- B. TTT intends to sell the ETERNAL NFT by way of public auction (“**Auction**”) on the Origin Protocol Website (“**Origin**”) at the web address [www.timmytrumpet.story.xyz](http://www.timmytrumpet.story.xyz) (“**Auction Website**”) which will begin at 11.11am PT (USA) on February 22<sup>nd</sup> 2022 (“**Auction Date**”) and, subject to sale of the ETERNAL NFT at the Auction, to claim the ETERNAL PASSPORT NFT from MTRM Industries Limited trading under the name of Matterum (“**Matterum**”). You will have a period of nine (9) months from the Auction Date to claim the ETERNAL Passport NFT in order to claim ownership of the Physical Asset. If You fail to claim the ETERNAL Passport NFT within such nine (9) month period, the ownership of the Physical Asset will revert to TTT.
- C. Subject to the minting of the ETERNAL PASSPORT NFT the Physical Asset will be stored in a secure, insured storage facility on the terms set out herein. If requested by You, Matterum will provide You with details of the storage facility.
- D. Upon expiry of the Physical Asset Storage period, You shall assume responsibility for the continued storage of the Physical Asset as set out herein and You accept and agree that such storage of the Physical Asset is a strict condition of Your right to undertake Secondary Transactions (as defined herein) in the ETERNAL PASSPORT NFT and Physical Asset.
- E. The terms and conditions set out in this Agreement shall apply to the purchase of the TTT NFT.

### **Definitions:**

The following definitions shall apply to this Agreement:

“**ETERNAL NFT**” means the original non-fungible token created by Timmy Trumpet and minted on the Origin Protocol platform.

“**ETERNAL Passport NFT**” means the non-fungible token minted by Matterum and which is intrinsically linked to the Physical Asset.

“**TTT NFT**” means all rights in the ETERNAL NFT, the ETERNAL Passport NFT and the Physical Asset.

“**Wallet**” means Your digital Ethereum wallet created or maintained by You for the purpose of purchasing the TTT NFT.

“**Auction Additional Benefit**” shall have the meaning set out in clause 2(b)(iii) herein.

“**Purchase Price**” means the amount of the winning bid made by You at the Auction for the purchase of the TTT NFT.

## **The Parties Hereby Agree As Follows:**

1. (A) **Agreement to Terms.** By participating in the Auction or purchasing the TTT NFT, You acknowledge that You have carefully read and agree to the terms of this Agreement. This Agreement governs Your participation in the Auction, the purchase of the TTT NFT, the minting of the ETERNAL Passport NFT, as well as Secondary Transactions between Transferors and Transferees (as defined below) relating to the ETERNAL Passport NFT and Physical Asset. The ETERNAL Passport NFT is linked to the Physical Asset. This is done by recording (i) the Physical Asset the ETERNAL Passport NFT is linked to; and (ii) certain information about the Physical Asset which takes the form of warranties provided by experts regarding the nature of the Physical Asset. The record of information is referred to as an “**Asset Passport**”. You are advised to read the Asset Passport prior to participation in the Auction and purchase of the TTT NFT. In order to deal with the TTT NFT, You must comply with the relevant terms and requirements of Mattereum and You accept that Mattereum is a third-party beneficiary of this Agreement. You acknowledge that Origin and Mattereum are not a party to this Agreement but that Origin and Mattereum will be due to receive payments arising from the Auction and Mattereum will be due to receive payments arising from Secondary Transactions relating to the ETERNAL Passport NFT and Physical Asset. You further acknowledge that Continued Physical Asset Storage of the Physical Asset is a condition of your right to undertake Secondary Transactions (as defined herein) in the ETERNAL Passport NFT and Physical Asset.

(B) **Your Information.** TTT shall provide a connection portal hosted at the web address [www.etalpassportnft.com](http://www.etalpassportnft.com) (“**Eternal Passport Website**”) and subject to Your purchase of the TTT NFT, You will be able to connect Your Wallet to the Eternal Passport Website proving ownership and detailing the contact details of Your choosing (“**Contact Details**”) to enable transfer of the Physical Asset and/or future verification processes relating to the TTT NFT, including inquiry’s with respect to the TTT NFT, transportation of the Physical Asset, and updating of ownership and contact details. As a condition of You participating in the Auction, using the Origin Website, and in all of Your dealings with TTT, Origin or Mattereum, any time You provide Contact Details to TTT, Origin or Mattereum (“**Information Collector**”) or any Contact Details that the Information Collector collects from You (including information collected automatically by the use of cookies or other similar technologies on any Website of the Information Collectors), You agree to the collection, use, storage, sharing (i.e., by way of exampleonly, with the Information Collectors parent company, its affiliates, and with third-party partners, service providers, etc.), transfer, and processing of such Contact Details by the Information Collectors for the purposes of the Physical Asset Storage, and to comply with the terms of this Agreement and all applicable laws, rules, and regulations. All Contact Details will be encrypted and will need to be securely signed by Your Wallet which will record a timestamped message to Mattereum verifying such Contact Details. You shall be responsible for making sure Your Contact Details are correct and updated at all times.

2. (A) **Auction Process.** The Auction of the TTT NFT shall take place on the Auction Date at the Auction Website and shall be subject to the following terms and conditions

(a) **Winning Bid.** The winning bid of the Auction shall be the highest bid made by You and accepted by Origin at the Auction. The winning bid shall be final and once accepted by Origin shall bind You to the purchase of the TTT NFT.

(b) **Purchases and Purchases Redemption.** (i) Your winning bid at the Auction shall entitle you to automatically receive the minted ETERNAL NFT which will be available in Your Wallet. You will be required to visit the website [www.etalpassportnft.com](http://www.etalpassportnft.com) to connect Your Wallet to authorize and prove ownership. Once You have authorized Your Wallet You will be able to initiate the immediate transfer of ETERNAL Passport NFT into Your Wallet which will simultaneously burn the ETERNAL NFT.

(ii) Once the ETERNAL Passport NFT has been successfully claimed and is held in Your Wallet, You shall receive automatic ownership of the Physical Asset.

(iii) The successful winner of the Auction and original holder of the ETERNAL NFT will be entitled to the following Additional Auction Benefit;

(a) The ability to travel one way with the artist, Timmy Trumpet (“**Artist**”), on a private jet to two festival performances, including VIP and backstage passes where available (“**Timmy Trumpet Travel Pass**”). You acknowledge and accept that TTT shall have the right in its sole discretion to nominate the festival performances for You to attend subject to availability and capacity on any private jet. You further acknowledge and accept that You will be solely responsible for all transport costs to and from the departure and arrival destinations for the private jet flight (including transport to the nominated airport for the departing flights and all return transport flights) and you shall be responsible for all other costs of your attendance at any festivals including but not limited to, hotel or other accommodation costs, ground transport costs, travel insurance costs and food and beverage costs. In the event that You are restricted or not permitted to travel internationally due to Covid 19 or as a result of any other restrictions, TTT will attempt to find a solution for you to attend future festival performances of the Artist in Your country of residence and in which event, You shall not receive the benefit of the private jet travel set out above. TT shall work in good faith with you on the selection of festival performances for You to attend provided that any destination of travel shall be at TTT’s sole discretion based on availability and capacity of any private jet.

The current holder of the ETERNAL Passport NFT will additionally be entitled to a whitelist to Mint to each future NFT collection based project produced by TTT (“**Future Mint Whitelist**”). The Future Mint Whitelist does not include one-of-one NFT’s created by TTT and will only be offered to NFT collections comprising more than one individual NFT. You acknowledge and agree that You shall be solely liable for the costs of minting any NFT made part of the Future NFT Whitelist including any cryptocurrency or blockchain network gas charges that arise from such transactions (“**GAS Charges**”). The value of the Gas Charges can change, often unpredictably, and is entirely outside of the control of TTT and You acknowledge and agree that under no circumstances will TTT have any liability to You arising from any future NFT transactions on the basis that the Gas Charges for the given transaction was unknown, too high, or otherwise unacceptable to you.

(c) Physical Asset Storage. You acknowledge and agree that Your ownership of the TTT NFT is subject to storage and insurance of the Physical Asset on the following terms;

(i) For a period of twelve (12) months from the Auction Date, TTT shall arrange storage and insurance of the Physical Asset at TTT’s nominated storage facility (“**Physical Asset Storage**”). The Physical Asset Storage location shall be made Available to You upon request. The Physical Asset Storage shall include an insurance policy in respect of the Physical Asset in the sum of One Million US Dollars (USD\$1,000,000) and TTT shall keep a copy of the registered insurance policy at TTT’s registered business premises.

(ii) Upon expiry of the Physical Asset Storage period, You shall assume sole responsibility for the continued storage and insurance of the Physical Asset (“**Continued Physical Asset Storage**”). You shall have the right to continue to store the Physical Asset at the storage facility utilized by TTT subject to You undertaking responsibility for all storage charges after expiry of the Physical Asset Storage period. You may elect to move the Physical Asset to an alternate storage facility or to take possession of the Physical Asset provided that You acknowledge and accept all risk associated with the ownership and insurance of the Physical Asset after expiry of the Physical Asset Storage period and TT shall have no liability to You in the event that You fail to adequately store and/or maintain insurance in respect of the Physical Asset. If You fail to claim possession of the Physical Asset after expiry of the TTT Physical Asset Storage Period above, TTT shall give You notice (“**Physical Asset Possession Notice**”) and if You fail to claim possession of the Physical Asset within a period of three (3) months from the date of the Physical Asset Possession Notice, the ownership of the Physical Asset will revert to TTT. TTT does not and will not arrange delivery of the Physical Asset to You and You acknowledge and

agree that it is Your sole responsibility to organise delivery to You of the Physical Asset.

(iii) You acknowledge and agree that the ETERNAL Passport NFT can only be sold in conjunction with the Physical Asset and the Physical Asset can only be sold in conjunction with the ETERNAL Passport NFT and you further acknowledge and agree that You have no ability to undertake the sale of the ETERNAL Passport NFT and/or the Physical Asset independently of each other. You acknowledge and agree that Your ability to undertake Secondary Transactions with respect to the ETERNAL Passport NFT is strictly subject to you retaining ownership of the Physical Asset.

(iv) You acknowledge and agree that in the event that You fail to undertake the Continued Physical Asset Storage or in the event that the Physical Asset is lost, Mattereum shall have the ability to freeze the ETERNAL Passport NFT making such ETERNAL Passport NFT unavailable for sale (“**Mattereum NFT Freeze**”). In the event that Mattereum undertakes any Mattereum NFT Freeze, You shall be unable to and You shall have no rights to undertake any Secondary Transactions with respect to the ETERNAL Passport NFT or Physical Asset. You acknowledge and agree that TTT shall have no liability to you in the event of any Mattereum NFT Freeze being placed over the ETERNAL Passport NFT by Mattereum.

(v) You shall be responsible for maintaining the condition of the Physical Asset. If You wish to undertake any Secondary Transactions with respect to the ETERNAL Passport NFT, You shall be required to re-vault the Physical Asset in order for the Mattereum NFT Freeze to be removed. In order for the Mattereum NFT Freeze to be removed, You must undertake the following;

- (i) Re-vault the Physical Asset in a suitable storage facility and undertake the Continued Physical Asset Storage after such re-vaulting;
- (ii) Provide an assertion to Mattereum that the Physical Object is the same as the Physical Asset previously removed from the storage (“**Physical Asset Assertion**”). You undertake and agree to indemnify TTT on demand against any and all liability incurred by TTT as a result of the Physical Asset Assertion being untrue (whether knowingly or otherwise); and
- (iii) Provide an updated condition report in respect of the Physical Asset noting any wear or damage to the Physical Asset.

### **3. Intellectual Property.**

(a) Subject to the terms and conditions of this Agreement, as the winning bidder at the Auction, You own all personal property rights to the TTT NFT (*e.g.*, the right to freely sell, transfer, or otherwise dispose of the ETERNAL Passport NFT and Physical Asset). Such rights, however, do not include the ownership of the intellectual property rights in (i) the Artist’s name, trademark, artwork, logo or other representation of the Artist; (ii) the design or artwork of the Physical Asset; and (iii) any copyright and intellectual property rights (of whatever nature) that exist in connection with the creation of the TTT NFT (“**Materials**”). The rights in all Materials are expressly reserved in favour of TTT and its licensors save that You shall have the non-exclusive right to use the Materials solely for the purpose of dealing in the TTT NFT. Any other use of the Materials by You is expressly prohibited. All logos related to the Materials are marks of TTT or Mattereum and their affiliated entities. You may not copy, imitate, or use any TTT or Mattereum trading names or logos without the prior written consent of TTT or Mattereum respectively. All rights, title and interests in and to the Materials, any content thereon or therein and all technology and any content created or derived from any of the foregoing is the exclusive property of TTT, its licensors and its affiliated entities.

(b) Subject to the terms of this Agreement, You shall have the right to enter into Secondary Transactions (as defined below) in respect of the combined sale of the ETERNAL Passport NFT and Physical Asset. A “**Secondary Transaction**” means any transaction in which the ETERNAL Passport NFT and Physical Asset are sold together by You to another owner. You acknowledge and agree that from all Secondary Transactions of the ETERNAL Passport NFT and Physical Asset, TTT shall be entitled to receive the Secondary Transactions Fee set out in clause 4(c) herein.

#### 4. Payment and Fees.

(a) Form of Payment. You agree to make payment of the Purchase Price. The Purchase Price shall be in the form of Ethereum and You undertake and agree that You have sufficient funds in Ethereum in Your Wallet to make payment of the Purchase Price on the Auction Date.

(b) Fees. You agree to pay all applicable fees and, if applicable, You authorize Origin and Mettereum (as applicable) to automatically deduct fees (including any transaction fees as applicable) related to the Purchase Price or subsequent Secondary Transactions. Neither TTT, Origin or Mettereum have any insight into or control over these payments or transactions. Accordingly, TTT, Origin or Mettereum 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 that You engage in.

(c) Secondary Transactions: All Secondary Transactions are subject to the following terms: (i) the ETERNAL Passport NFT and Physical Asset must be sold together and no Secondary Transaction shall be allowed of the ETERNAL Passport NFT and Physical Asset independently of each other; (ii) the ETERNAL Passport NFT and Physical Asset transferee (the “**Transferee**”) shall, by receiving an ownership interest in the ETERNAL Passport NFT and Physical Asset, be deemed to accept all of the terms of this Agreement; (iii) the ETERNAL Passport NFT and Physical Asset transferor (the “**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, (iv) the Transferor shall pay TTT the sum of five percent (5%) of the gross amounts paid by the Transferee with respect to the ETERNAL Passport NFT and Physical Asset (“**Secondary Transactions Fee**”). TTT shall be paid the Secondary Transactions Fee on the same terms and at the same time as Transferor is paid by the Transferee. You acknowledge and agree that the amounts payable to TTT under this clause do not include, and is not intended to cover any additional fees imposed or required by the transferring platform through which You transfer the ETERNAL Passport NFT and Physical Asset.

You further acknowledge and agree that all Secondary Transactions will be effected on the Ethereum blockchain, the blockchain network governing the ETERNAL Passport NFT, and You will be required to make or receive payments exclusively through Your Wallet.

You further acknowledge and agree that Mettereum shall be entitled to receive a certifier fee on all Secondary Transactions in the sum of one percent (1%) of the gross amounts paid by the Transferee with respect to the ETERNAL Passport NFT and Physical Asset (“**Mattereum Secondary Transactions Certifier Fee**”). The Mettereum Secondary Transactions Certifier Fee shall be automatically processed as part of the applicable Secondary Transaction.

5. Warranties, Obligations and Assumption of Risk. You represent and warrant that You: (a) are at least the age of majority in Your place of residence (which is typically 18 years of age in most jurisdictions) and You have the legal capacity and competency to enter into this Agreement, (b) You have the necessary and relevant experience, knowledge and understanding to be able to competently enter into this Agreement and to deal in the TTT NFT; (c) You have not received any advice from TTT regarding whether dealing in the TTT NFT is suitable for You, and You are solely responsible for any evaluations, decisions and actions you make concerning the TTT NFT; (d) You have familiarized Yourself with the risks associated in dealing in the TTT NFT, including the risks set out in Schedule 1 attached to this Agreement; (e) You accept responsibility for safekeeping the TTT NFT, including the Continued Physical Asset Storage and for ensuring the security of Your Wallet (including any requisite private key(s) or other credentials necessary to access such Wallet). If your private key(s) or other access credentials are lost, You may lose access to the ETERNAL Passport NFT and You accept that TTT is not responsible or liable for any loss suffered by You as a result of the same; (f) You understand the tax implications



when dealing in the TTT NFT and accept sole responsibility for any tax in relation to your dealing in the same; (g) You will use and interact with the TTT NFT only for lawful purposes and in accordance with this Agreement, and (h) You will not use the TTT NFT to violate any law, regulation or ordinance or any right of TTT, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent . You further agree that You will comply with all applicable laws.

You must comply with all of Your obligations as set out in this Agreement. You must not and must not attempt to:

- (a) Provide any lien, charge or other security interest in relation to the TTT NFT or where this could interfere with the terms of this Agreement;
- (b) Use the TT NFT in connection with any unlawful or immoral activity of any kind, including any activity which is in connection with gambling, pornographic, obscene, defamatory, inflammatory, blasphemous, in breach of confidence, and / or involves abusive content, products and / or materialI(c) Violate or infringe any intellectual property rights of any person;
- (d) Engage in any abusive or detrimental activity which impacts adversely on the TTT NFT, TTT's systems, infrastructure and / or personnel;
- (e) Attempt to circumvent the security of or interfere with the proper working of the TTT NFT or any server on which the TTT NFT is hosted, nor otherwise introduce, nor permit the introduction of, any viruses, bugs, glitches, spyware, malware, adware or other malicious, harmful or deleterious programs, material, code or software (any "Virus") into the TTT NFT or TTT's systems;
- (f) You must make payment of the Purchase Price and any related transaction fees of the TTT NFT.

TTT WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE TTT NFT, 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 THE TTT NFT; 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 TTT NFT.

THE ETERNAL PASSPORT NFT ARE INTANGIBLE DIGITAL ASSETS. 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 ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH TTT DOES NOT CONTROL. TTT DOES NOT GUARANTEE THAT TTT CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN THE ETERNAL PASSPORT NFT.

TTT IS NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETERNAL PASSPORT NFT . TTT 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 THE ETERNAL PASSPORT NFT , INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

TTT IS IN NO EVENT LIABLE FOR ANY LOSSES OTHER THAN THOSE CAUSED DIRECTLY AND REASONABLY FORSEEABLY BY TTT'S GROSS NEGLIGENCE (AND IN NO EVENT SHALL TTT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS, DATA, GOODWILL OR OTHER SIMILAR LOSSES).

6. **Assumption of Risk.** You accept and acknowledge all risks associated with the following:

(a) You are solely responsible for determining what, if any, taxes apply to Your purchase, sale, or transfer of the TTT NFT. TTT is not responsible for determining or paying the taxes that apply to such transactions.

(b) TTT does not store, send, or receive cryptocurrency assets. Any transfer of cryptocurrency assets occurs within the supporting blockchain that is not controlled by TTT. Transactions in the ETERNAL Passport NFT may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

(c) There are risks associated with using an Internet based digital asset, 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. TTT will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience, however caused.

(d) Digital assets, including blockchain based assets such as the ETERNAL Passport NFT, are subject to developing laws and regulations throughout the world.

7. **Links to Third Party Websites or Resources.** Use and interaction of the ETERNAL Passport NFT may allow You to access third-party websites (including websites that host the Auction) or other resources. TTT 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. You acknowledge sole responsibility for and assume all risk arising from Your use of any third-party resources.

8. **Indemnity.** You shall defend, indemnify, and hold TTT 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 that relates to:

(i) Any breach by You of the terms of this Agreement;

(ii) Your breach of the rights of any person (including privacy and intellectual property rights);

(iii) Any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to You, including any costs and expenses (including legal fees) in relation to TTT dealing with such matters;

(iv) Any misrepresentation made by You (all of the foregoing, "**Claims and Losses**").

You will cooperate as fully required by TTT in the defense of any Claim and Losses. Notwithstanding the foregoing, TTT retains the exclusive right to settle, compromise, and pay any and all Claims and Losses. TTT reserves the right to assume the exclusive defense and control of any Claims and Losses and You shall have no rights to control or defend any Claims and Losses.

9. **Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER TTT NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE TTT NFT 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 ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE

TTT NFT WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TTT 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.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE UKJT DIGITAL DISPUTE RESOLUTION RULES, IN NO EVENT WILL TTT'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE USD\$ EQUIVALENT OF THE PURCHASE PRICE AS AT THE AUCTION DATE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN TTT AND YOU.

(d) THE TERMS OF THIS AGREEMENT ARE SOLELY BETWEEN YOU AND TTT AND NOT WITH ANY OTHER PERSON OR ENTITY. TTT IS SOLELY RESPONSIBLE FOR THE ETERNAL PASSPORT NFT AND ANY ISSUES OR PROBLEMS IN RELATION TO SUCH SHOULD BE DIRECTED SOLELY TO TTT. FOR THE AVOIDANCE OF DOUBT, THE TERMS OF THIS AGREEMENT DO NOT CREATE ANY AGREEMENT BETWEEN YOU AND MATTEREUM OR ANY MATTEREUM GROUP COMPANY INCLUDING MTRM INDUSTRIES LTD AND ANY PARENT, CONTROLLER OR HOLDING COMPANY OF MATTEREUM ("MATTERUM GROUP") AND THE MATTEREUM GROUP AND ITS DIRECTORS, SUBSIDIARIES OR PERSONS UNDER THE CONTROL OF THE MATTERUM GROUP SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU UNDER THIS AGREEMENT.

## **10. Disputes and Governing Law.**

(a) Any disputes arising under this Agreement shall be resolved in accordance with the UKJT Digital Dispute Resolution Rules ("UKJT Rules") and the Parties acknowledge and agree that the UK Jurisdiction Taskforce ("UKJT") shall have the ability to operate, modify, sign or cancel the TTT NFT or to direct the Parties to operate, modify, sign or cancel the TTT NFT in accordance with the UKJT Rules.

(b) This Agreement and its formation will be governed by the laws of England and Wales.

(c) You and TTT intend that Mattereum shall have the right to enforce any rights granted to it under this Agreement. Subject to this, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999, or otherwise, to enforce this Agreement and its terms.

**11. 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. TTT may at TTT's sole discretion, assign TTT's rights and/or delegate TTT's duties under this Agreement and engage subcontractors to perform obligations on TTT's behalf. 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. The Parties hereby designate Mattereum as a third-party beneficiary under this Agreement, including but not limited to the terms set out in clause



2(c), and that Mattereum has the right to enforce all rights arising pursuant to this Agreement. Except with regards to Mattereum, 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 TTT under this Agreement may be given by posting to the website [ateternalpassport.nft.com](http://ateternalpassport.nft.com) or other website elected by TTT.. The Parties have agreed to contract electronically.

## **SCHEDULE 1 – RISKS**

Dealing in the TTT NFT involves a high degree of risk, and, therefore, should be undertaken only if You are capable of evaluating the risks involved and able to bear the risk of a complete loss of all capital used to participate in the TTT NFT.

You should carefully consider the risks described below and consult with Your professional advisors before participating. It should be noted that the list of risk factors described below is not intended to be exhaustive and does not necessarily include all the risks to which You may be exposed when dealing in the TTT NFT.

**Important Note:** None of the information presented in this **Schedule 1** is intended to form the basis for any investment decision, no specific recommendations are intended, and there has not been any consideration as to whether the TTT NFT is a suitable or an appropriate thing for You to acquire. TTT expressly disclaims any and all responsibility for any loss suffered by You arising from: (i) reliance on any information contained in this **Schedule 1**, (ii) any error, omission or inaccuracy in any such information, or (iii) any action resulting from such information.

By dealing in the TTT NFT, You expressly acknowledge and assume the following risks, which TTT shall not be liable for should they materialise:

### **1. Risk of losing access to the TTT NFT due to loss of private key(s)**

A private key, or a combination of private keys, is necessary to control and dispose of the TTT NFT stored in Your Wallet. Accordingly, loss of requisite private key(s) associated with Your Wallet storing the TTT NFT will result in loss of such TTT NFT. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service You use, may be able to misappropriate the TTT NFT.

Any errors or malfunctions caused by or otherwise related to Your Wallet, including Your failure to properly maintain or use such Wallet, may also result in the loss of the TTT NFT. It is Your responsibility to obtain, maintain and secure Your Wallet, which must be compatible with holding the TTT NFT.

### **2. Regulatory risks**

Regulation of cryptoassets and the use of blockchain technologies is currently still being developed and likely to rapidly evolve. Regulation varies significantly between different jurisdictions and is subject to significant uncertainty. Regulators may in the future adopt laws, regulations, guidance or other actions that may severely impact the development, operations and value of the TTT NFT. This could result in a variety of adverse consequences and may make the TTT NFT valueless.

### **3. Risks associated with the blockchain protocol**

Because the TTT NFT is based on a blockchain protocol, any malfunction, breakdown or abandonment of the blockchain protocol may have a material adverse effect on the TTT NFT. Moreover, advances in cryptography, or technical advances, such as the development of quantum computing, could present risks to the TTT NFT by rendering ineffective the cryptographic consensus mechanism that underpins the relevant blockchain protocol.

### **4. Risk of hacking and software and security weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with the TTT NFT in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, as well as attacks which overpower the consensus-based mechanism on which the blockchain is built and attacks which interfere with or otherwise cause nodes to malfunction (nodes are computers / hardware devices that help

maintain the blockchain).

There is also an inherent risk that the software and related technologies and theories we use could contain a Virus. A Virus could cause, inter alia, complete loss of the TTT NFT. In addition, because the TTT NFT may be based on open-source software, there is a risk that someone may intentionally or unintentionally introduce a Virus into the core infrastructure supporting the TTT NFT, which could negatively affect the operation and / or value of the TTT NFT.

#### **5. No refunds and liquidity risk**

After acquiring the TTT NFT, You will have no right to return the TTT NFT for a refund or to otherwise require TTT to exchange the TTT NFT for money or other consideration. You may only redeem the TTT NFT for the related Physical Asset. As a result, if there is not sufficient demand or interest in the TTT NFT, or if there are limits on the transferability of, or limited liquidity for, the TTT NFT, then this may limit the value of the TTT NFT.

There presently is no established trading market for the TTT NFT. TTT can provide no assurance that any exchange will accept any attempted listing of the TTT NFT or maintain the listing if accepted, or that TTT will be able to develop and launch any trading market for the TTT NFT. Moreover, even if such a market is established, any such trading market may not be widely adopted, may have limited users, and could be subject to significant competition. As a result, TTT can provide no assurance as to the liquidity of the TTT NFT on any such market, and the value of the TTT NFT over time may experience volatility.

#### **6. Volatility risk**

The prices of cryptoassets have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the TTT NFT may also be highly volatile, despite being linked to the Physical Asset. Several factors may influence the market price, if any, of the TTT NFT, including: (i) the ability (if any) of the TTT NFT to trade on a secondary market; (ii) global digital asset and token supply; (iii) the demand for cryptoassets, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of cryptoassets; (iv) the security of online cryptoasset exchanges and wallets that hold cryptoassets, as well the perception that the use and holding of cryptoassets is safe and secure, and the regulatory restrictions on their use; (v) general expectations with respect to the rate of inflation, interest rates and exchange rates; (vi) changes in the software, software requirements or hardware requirements underlying the TTT NFT; (vii) changes in the rights, obligations, incentives, or rewards for the various holders of the TTT NFT; (viii) interruptions in service from or failures of major cryptoasset exchanges on which cryptoassets are traded; (ix) investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in cryptoassets; (x) monetary policies of governments, as well as any trade restrictions, currency devaluations and revaluations; (xi) regulatory measures, if any, that affect the use of cryptoassets and changes in Applicable Law; (xii) global or regional political, economic or financial events and situations; and (xiii) expectations among participants in cryptoassets that the value of cryptoassets will soon change.

A decrease in the price of a single cryptoasset may cause volatility in the entire cryptoasset industry and may affect other cryptoassets including the TTT NFT. For example, a security breach that affects participants' confidence in bitcoin or ether may affect the industry as a whole and may also cause the price of the TTT NFT to fluctuate. Such volatility in the price of the TTT NFT may result in significant loss over a short period of time.

#### **7. Purchasers may lack information for monitoring the TTT NFT**

You may not be able to obtain all information You want from time to time regarding the TTT NFT. Even if You do receive such information, You may not receive it on a timely basis. It is possible that You may not be aware of materially adverse changes that have occurred with respect to the TTT NFT in a timely manner. As a result of these

difficulties, as well as other uncertainties, You may not have accurate or accessible information relating to Your purchase, which could prevent You from taking actions with the potential to prevent adverse consequences relating to Your holding of the TTT NFT.

8. **General economic risks**

Please be aware that the value of the TTT NFT can fall as well as rise. If You buy the TTT NFT , You may not get back the full amount You spent on the TTT NFT, or anything at all. The value of the TTT NFT may depend on fluctuations in the financial markets, or other economic factors, which are outside TTT's control. Past prices are not necessarily a guide to future prices of the TTT NFT.

9. **Unanticipated risks**

The TTT NFT is a relatively new and untested technology. In addition to the risks included in this Schedule 1, there may be other risks associated with Your dealing in the TTT NFT, including those that TTT cannot reasonably foresee. Additional risks may also materialize as unanticipated variations or combinations of the risks discussed above.