



MINTangible®

"I'm Spottie" NFT Agreement and Terms of Sale and Use

License terms follow this title page

Licensors Name	Spottie Labs, LLC
Licensors Wallet	Ox882b76de0bb6b5b34a9f5a0fa49da34c16966c8c
Token Contract	0xa0e1b198bcc877a950a29512ab5c0ce1bb964c97
Blockchain	Ethereum Mainnet
Certification Date	2023-03-08T17:14:02.000Z

“I’M SPOTTIE” NFT AGREEMENT AND TERMS OF SALE AND USE

PLEASE CAREFULLY READ THIS NFT AGREEMENT AND TERMS OF SALE AND USE (“AGREEMENT”). THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN SPOTTIE LABS, LLC (“COMPANY”) AND BUYER/LICENSEE. BY MINTING OR PURCHASING THE NFT DEFINED BELOW, BUYER/LICENSEE ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS NFT AGREEMENT AND TERMS OF SALE AND USE AND AGREES TO BE BOUND BY THIS AGREEMENT. THESE TERMS SET FORTH BUYER/LICENSEE’S ACQUISITION OF THE NFT DEFINED BELOW.

1. Company owns all rights, title, and interest including, without limitation, the copyrights to the intellectual property embedded in the digital files comprising the non-fungible token intellectual property including the musical composition, the sound recording, CryptoPunk No. 5528, the video, and the accompanying visual artwork which includes CryptoPunk No. 5528 and Bored Ape Yacht Club No. 4065 (“Artwork”) (collectively the musical composition, sound recording, video, and Artwork are referred to as the “NFTIP”). The NFT entitled “Arctic” also depicts Artchick No. 2476 (“Artchick”).
2. Company hereby grants to Buyer/Licensee a limited, non-exclusive license to display, perform, and commercialize the NFTIP and grant non-exclusive licenses to third parties to use the NFTIP in whole or in part, such as for synchronization in any media now known or hereafter devised or discovered throughout the world in perpetuity (“Third Party NFTIP Licenses”) subject to the following restrictions:
 - a. Buyer/Licensee may authorize third parties to modify, edit, crop, remix, and otherwise alter the musical composition, sound recording and video under a limited non-exclusive license;
 - b. Buyer/Licensee may authorize third parties to use Artwork as a whole, exactly as it is presented in the NFT, and shall not, or authorize others to edit, crop, modify, revise, or otherwise alter the Artwork or to use CryptoPunk No. 5528, Bored Ape Yacht Club No. 4065, or, if applicable CryptoPunk No. 2476, separate and apart from the Artwork;

c. Company may revoke the license granted to Buyer/Licensee in this Agreement, for any use of the NFTIP authorized by Buyer/Licensee that Company deems inappropriate, obscene, in violation of NFT community standards, or otherwise unacceptable in Company's sole discretion; and

d. If Buyer/Licensee sells the NFT, all rights granted to Buyer/Licensee and all rights and licenses granted by Buyer/Licensee to Third Party NFTIP Licensees in paragraph 2 above are immediately terminated and all use of the NFTIP by Buyer/Licensee and/or its Third Party NFTIP Licensees shall cease.

3. All right, title, and interest in the NFTIP, including without limitation, the copyrights thereto, shall remain with Company.

4. Buyer/Licensee shall require all Third Party NFTIP Licensees to accord Company a credit as the author/composer/recording artist of the NFTIP in all NFTIP Licenses in substantially the following:

[Song title]: by Spottie WiFi, published by Mig Mora Music and Stefan Clark Music;

Artist: Spottie WiFi

5. Miguel Mora, Stefan Clark, Mig Mora Music and Stefan Clark Music will be entitled to all public performance income generated in connection with the public performances and/or digital transmission of the NFTIP.

6. Company hereby represents and warrants that Company is the sole and exclusive owner or authorized licensee of all right, title, and interest (including, without limitation, the copyright) in and to the NFTIP and that the use of the NFTIP in the NFTIP Licenses will not violate the rights of any third party or entity.

7. This Agreement constitutes the entire and only agreement and understanding between the parties concerning the subject matter hereof and all other prior negotiations, agreements, representations and understandings, whether oral or written, are superseded hereby.

8. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

9. This Agreement shall be construed and enforced in accordance with the laws of the United States of America and of the State of Illinois.

10. Buyer/Licensee is solely responsible for all applicable federal, state, provincial, and local taxes arising from any fees or compensation Buyer/Licensee receives from a Third Party NFTIP License.

11. Any controversy or claim arising out of, or relating to, this Agreement, the breach thereof, or the coverage of this arbitration provision shall be settled by arbitration conducted by the American Arbitration Association (AAA) under its Commercial Arbitration Rules (or such substitute provisions therefore then in effect); provided, before a single arbitrator with experience in intellectual property, music publishing, and sound recording agreements. Any such arbitration shall be conducted in Chicago, Illinois. The arbitration of such issues, including the determination of the amount of any damages suffered by any party hereof by reason of the acts or omissions of another shall be to the exclusion of any court of law except as set forth below. The decision of the arbitrator shall be final and binding on all parties and their respective heirs, executors, administrators, successors, and assigns. Any action to secure a judicial confirmation of the arbitration award may be brought in any state or federal court of competent jurisdiction. If the parties or the arbitrator appointed by them are unable to agree upon the selection of a neutral arbitrator then either party may, at its election, require that the arbitration shall be conducted under the auspices and rules of the AAA and that the neutral arbitrator shall be selected by the AAA.

12. In the event of breach or alleged breach of this Agreement by Company, Buyer/Licensee's rights will be limited to those at law for money damages. In no event will Buyer/Licensee have the right to seek or obtain injunctive or other equitable relief. Before either party can be deemed to be in breach of this Agreement the other party must give written notice and the party receiving that notice has 10 business days to "cure" the breach identified in that notice.

13. As consideration for the grant of rights contained herein, a royalty fee of 10% of sales price is owed to Ethereum wallet 0x882B76DE0bB6b5b34a9f5A0Fa49dA34C16966c8c ("Company Wallet") upon every sale of a NFT. You agree that all fees, commissions and royalties

("Payments") that are declared by the Company in this license or in any smart contracts related to the NFT including without limitation the Rights Registry smart contract are or may be transferred, processed, or initiated directly through one or more of the smart contracts on the Ethereum blockchain or any marketplace platform or service effectuating a transfer. If any Payments or other payment due to Company Wallet or other third party becomes due and, because of any reason including limitations of the smart contracts or marketplace platforms, such payments are not automatically transferred to the Company Wallet or owed party wallet and you receive such payments upon the sale of the NFT, you agree to transfer the owed payments to the Company Wallet and/or third party wallet addresses owed such payments as established in the smart contracts.