

ALPHA-BET NFT PURCHASE AND LICENSE AGREEMENT (“Agreement”)

By acquiring lawful ownership of an ALPHA-BET non-fungible token (“**NFT**”) made available under this Agreement (“**ALPHA-BET NFT**”) created by Metaverse Solutions (Pte. Ltd.) (“**Creator**” or “**we**” or “**our**”), you agree to the terms and conditions in this Agreement. In this Agreement, “you” and its variants, including “your,” refers to: (a) the person who is the initial purchaser of the ALPHA-BET NFT; and (b) any persons to whom ownership of the ALPHA-BET NFT is transferred by the initial purchaser or any subsequent owner, whether by sale, donation, inheritance, or other operation of law. By purchasing or otherwise accepting ownership of the ALPHA-BET NFT, you agree to the terms and conditions of this Agreement and any other terms and conditions referenced in it. If you do not accept the terms and conditions in this Agreement, you must not accept ownership of, or otherwise use or interact with, the ALPHA-BET NFT, and are hereby prohibited from doing so.

When you lawfully own an ALPHA-BET NFT, you own all personal property rights to the ALPHA-BET NFT (e.g., the right to freely sell, transfer, or otherwise dispose of that ALPHA-BET NFT). However, your rights to the associated artwork, images, content or other works of authorship linked to your specific ALPHA-BET NFT which was developed by Creator (“**ALPHA-BET Creation**”) are only as outlined below.

1. ALPHA-BET NFT LICENSE GRANT AND RESTRICTIONS

1.1 ALPHA-BET Creation License

For as long as you lawfully own an ALPHA-BET NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3 below) worldwide license under our copyrights to use, distribute, reproduce, display, and perform (but not modify) the specific ALPHA-BET Creation linked to your ALPHA-BET NFT for personal, non-commercial uses, with the right to sublicense such rights solely to third parties to enable the right to display the ALPHA-BET Creation, with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display the ALPHA-BET Creation as a profile picture. All intellectual property rights in and to the ALPHA-BET Creation and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator, in accordance with Section 1.2 below.

1.2 Reserved Rights.

All right, title, and interest in and to the ALPHA-BET Creation is hereby expressly reserved for Creator, including Creator’s rights in and to all trademarks (and goodwill associated thereto), copyrights, moral rights, design rights, publicity rights and all other intellectual property and proprietary rights of any kind, whether registered or unregistered.

Nothing in this Agreement grants you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the ALPHA-BET NFTs (“**ALPHA-BET Trademarks**”). Unless you have our prior written approval, you may not use any ALPHA-BET Trademarks for any use that would require a license from us, including to register any domain names or social media accounts using any ALPHA-BET Trademarks or to advertise or promote any other products or services.

You will not apply for or register any trademark, copyright or other proprietary rights in the ALPHA-BET NFT or the underlying ALPHA-BET Creation.

1.3 Transfer and Sublicensing.

The licenses granted in this Agreement are non-transferrable, except that if you lawfully transfer ownership of your ALPHA-BET NFT under Section 3.1, the license to the ALPHA-BET Creation granted

in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the ALPHA-BET NFT associated with such ALPHA-BET Creation.

1.4 Restrictions.

Notwithstanding any of the above, you may not use the ALPHA-BET Creation in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, IP infringing, illegal or obscene, or that promotes any such activity, as determined in Creator's sole discretion.

In order to purchase the ALPHA-BET NFT if you are an individual, you must be 18 years of age or older if the age of lawfully capacity of forming binding contracts is older in the relevant jurisdiction. If you are an entity, the individual agreeing to the Agreement must have the legal authority to bind the entity.

If (a) you are an individual, you agree on your own behalf and (b) if you are an entity, you agree that neither the entity nor any of your owners or investors or any of their directors, officers, employees, agents or affiliates acting on your behalf: (i) is related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control ("OFAC"), or any persons who are named on any list of sanctioned individuals or entities; (ii) is (or has ever been) prohibited from the transaction pursuant to U.S. anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and (iii) is resident in a country or jurisdiction under a U.S. embargo enforced by OFAC ("**Restricted Parties**").

2. PURCHASE TERMS

2.1 Payment

If you are the initial purchaser of the ALPHA-BET NFT, you agree to purchase and pay for the ALPHA-BET NFT in accordance with the terms and conditions of the website and/or marketplace on which the ALPHA-BET NFT is offered. By purchasing or otherwise accepting ownership of the ALPHA-BET NFT, you agree to pay all applicable fees and you authorize Creator to automatically deduct Resale Royalties (as defined below), any marketplace fees and transaction fees (including gas fees applicable to the blockchain supporting the ALPHA-BET NFT) directly from your crypto wallet or other authorized and legal payment method. Creator has no control over the execution of any smart contract operation or functionality or any transaction fees associated with the ALPHA-BET NFT. Creator additionally does not have the ability to reverse any transactions. Accordingly, Creator shall not be liable to you or to any third party for any claims or damages arising out of or relating to your use or transfer of, or other interactions with, the ALPHA-BET NFT or ALPHA-BET Creation.

Creator reserves the right to change the supply, cost, cost structure and/or cost basis of ALPHA-BET NFTs from time to time.

2.2 Taxes

You are responsible for any and all sales, use, value added tax, goods and services tax, and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental, regulatory, or administrative authority governing your use of or interaction with the ALPHA-BET NFT or ALPHA-BET Creation, including any taxes that may become payable as a result of your sale, transfer, assignment, donation, or other disposal of ownership of the ALPHA-BET NFT.

3. TERMINATION

3.1 Your Termination Rights

Subject to Sections 3.2 (Effect of Transfer) and 3.4 (Effect of Termination), you may sell, assign, donate, or otherwise transfer ownership of the ALPHA-BET NFT at any time. Except as otherwise expressly stated in this Agreement, this Agreement will cease to apply to any given person, following that person's sale, assignment, donation, or other transfer of ownership of the ALPHA-BET NFT. The transferor will, however, continue to be bound by the surviving provisions as stated in Section 3.4 (Effect of Termination) below.

As a condition to sales, transfers or similar transactions of the ALPHA-BET NFTs, the transferee agrees upon the acquisition of the ALPHA-BET NFT that (a) the transferee is not a Restricted Party (as defined in Section 1.4 above) and (b) the transferee accepts this Agreement. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties and (ii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your ALPHA-BET NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate.

3.2 Effect of Transfer

Prior to selling, transferring, assigning, donating, or otherwise disposing of your ownership of the ALPHA-BET NFT, you must provide, or cause to be provided, to any third-party intending to accept ownership rights in the ALPHA-BET NFT, adequate notice of this Agreement, including a description of the material terms and a link to or copy of this Agreement. Doing so is a condition of any transfer of the ALPHA-BET NFT. If you do not comply with this condition, your transfer will be null and void and grounds for immediate termination of this Agreement by Creator. By accepting ownership of the ALPHA-BET NFT, the transferee shall be deemed to have accepted all of the terms and conditions of this Agreement and from that point on shall be considered "you" under this Agreement. You also hereby acknowledge and agree that all subsequent sales, assignments, donations, or other transfers of ownership of the ALPHA-BET NFT shall be cryptographically recorded on the blockchain supporting the ALPHA-BET NFT and that all payments for the ALPHA-BET NFT shall originate from the intended third-party transferee's crypto wallet. Further, 10% of such third-party transferee's gross purchase price, if any, for the ALPHA-BET NFT shall automatically be paid to Creator through the use of smart contracts associated with the ALPHA-BET NFT (the "**Resale Royalty**"), in addition to any fee charged by the marketplace facilitating the sale.

3.3 Creator's Termination Rights

If you materially breach any of the provisions of this Agreement, Creator may terminate all of the licenses granted to you under this Agreement. Creator will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your licenses shall terminate regardless of whether such notice is actually received.

3.4 Effect of Termination

Upon the termination of your licenses, you shall cease all use of the rights granted in Section 1.1 and shall cease all further use of the ALPHA-BET Creation, and all sublicenses you have granted in the ALPHA-BET Creation shall automatically terminate. The following sections shall survive the termination of this Agreement and shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by Creator or you: Sections 1.2 (Reserved Rights), 1.4 (Restrictions), this Section 3.4 (Effect of Termination), Section 4 (Disclaimers, Limitations of Liability and Indemnification) and Section 5 (Additional Provisions), along with all related

definitions and any other provisions that, by their nature, are intended to survive termination. Termination will not limit any of Creator's other rights or remedies at law or in equity.

4. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

4.1 Disclaimers

Your access to and use of the ALPHA-NFT and ALBHA-BET Creation is at your own risk. Except as expressly provided in this Agreement, to the maximum extent permitted under the applicable laws, Creator, its parents, affiliates, partners, employees, officers, directors, contractors, agents, licensors and equity holders (the "**Creator Entities**") disclaim all warranties and conditions, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title and non-infringement in the ALPHA-BET NFTs and ALPHA-BET Creation. The Creator Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, originality, security or reliability of the ALPHA-BET NFTs and ALPHA-BET Creation; (b) the operation or compatibility with any other application or any particular system, device, blockchain, digital wallet, hardware or marketplace; (c) whether the ALPHA-BET NFTs and ALPHA-BET Creation will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (d) the deletion of, or the failure to store or transmit the ALPHA-BET NFTs and ALPHA-BET Creation. The ALPHA-BET NFTs and ALPHA-BET Creation are intended for consumer enjoyment, use and consumption only.

4.2 Limitations of Liability.

To the extent not prohibited by law, you agree that in no event will the Creator Entities be liable: (a) for any indirect, special, exemplary, incidental, consequential or punitive damage, however caused and under any theory of liability, whether under this Agreement or otherwise arising any way in connection with the ALPHA-BET NFTs and ALPHA-BET Creation or this Agreement; or (b) for any other claim, demand or damages whatsoever resulting from or arising out of or in connection with this Agreement or the delivery, use or performance of the ALPHA-BET NFTs and ALPHA-BET Creation. The maximum aggregate liability of the Creator Entities for all damages and causes of action shall be the greater of (a) \$1000; or (b) the amount you paid for your ALPHA-BET NFT.

Except as unequivocally required by local consumer laws or other laws, you are not entitled to any refund, return or exchange of your ALPHA-BET NFT. In particular, ALPHA-BET NFTs qualify as online digital goods under the EU Consumer Directive, and EU consumers are hereby notified that they have no right of return once an ALPHA-BET NFT has been minted and/or downloaded.

4.3 Assumption of Risk.

Creator's Rights and Obligations. You acknowledge and agree that Creator is not responsible for the website that hosts the ALPHA-BET Creation or any blockchain or distributed ledger on which the ALPHA-BET NFT is recorded, or for repairing, supporting, replacing, or maintaining same. You further understand and agree that Creator has no obligation to maintain any link or other connection between the ALPHA-BET NFT and the ALPHA-BET Creation.

Crypto Assets. Creator does not store, send, or receive crypto assets, including tokens available on any blockchain. Any transfer of crypto assets occurs within the supporting blockchain, which Creator does not control. Due to rapidly changing pricing and fluctuating demand, increased regulation, and other variables, public blockchains and associated distributed ledgers can experience significant periods of network congestion, inconsistent, or slowed processing speeds, and unpredictable failures. As a result, transactions, including your sale, assignment, donation, or other transfer of

ownership of the ALPHA-BET NFT, may be: (a) irreversible, and losses due to fraudulent or accidental transactions may occur; and (b) recorded on a public blockchain's distributed ledger at a time later than when you or Creator initiated the transaction involving the ALPHA-BET NFT.

Internet-based Transfers. Certain risks associated with using an Internet-based digital asset are inherent, including risks arising out of or relating to 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 crypto wallet or other method of holding and transferring crypto assets. You agree not to hold Creator liable or responsible for any communication failures, disruptions, errors, distortions, inaccuracies, or delays that you may experience when conducting or otherwise engaging in any transactions involving the ALPHA-BET NFT or ALPHA-BET Creation, regardless of how such transaction was initiated or completed.

Regulations. Digital assets, including blockchain-based assets such as the ALPHA-BET NFT, are subject to developing statutes, regulations, rules, orders, treaties, and other laws (collectively, "Laws") worldwide. Such Laws, and any updates or changes to them, may affect this Agreement. If any Laws cause this Agreement, or any provisions therein, to become illegal or unenforceable, Creator shall not be deemed in breach of this Agreement, and, at Creator's option, Creator may terminate this Agreement.

Volatility; Securities. The price and liquidity of blockchain assets, such as the ALPHA-BET NFT, are volatile and may be subject to large fluctuations that could materially and adversely affect the value, price, and other aspects of the ALPHA-BET NFT. The value of the ALPHA-BET NFT may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for the ALPHA-BET NFT, which may result in the potential for permanent and total loss of value of the ALPHA-BET NFT, should the market for the ALPHA-BET NFT disappear. You agree to assume all risk associated with the use and value of your ALPHA-BET NFT and ALPHA-BET Creation.

The ALPHA-BET NFT is not intended to be a "security" under any Laws, including the Securities Act of 1933, Securities Exchange Act of 1934, or the Investment Company Act of 1940, each as amended.

4.4 Indemnification.

By entering into this Agreement and accessing or using the ALPHA-BET NFTs or ALPHA-BET Creation, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Creator Entities arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation; (b) your violation of any rights of any third party, including any infringement of intellectual property rights; (c) your access to or use of the ALPHA-BET NFT or ALPHA-BET Creation; or (d) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of this Agreement.

5. ADDITIONAL PROVISIONS

5.1 Assignment

This Agreement will be binding upon, and will inure to the benefit of, the parties and their permitted successors and assigns. You may transfer this Agreement or any rights or obligations under it only to a third-party transferee that accepts ownership of the ALPHA-BET NFT and all of the terms and conditions of this Agreement, in accordance with Section 3.1. Creator may transfer this Agreement

without your consent and after any such transfer, shall have no continuing obligation or liability to you.

5.2 Third Party Marketplaces

Creator relies on third-party marketplaces to facilitate transactions involving the ALPHA-BET NFT, including any of your uses of or other interactions with the ALPHA-BET NFT. Accordingly, your transactions involving the ALPHA-BET NFT are subject to the terms and conditions of such third-party marketplaces, including those on which your transactions occur, whether or not through such third party marketplaces' service offerings (i.e., marketplace NFT or crypto wallets). Creator is not in control of, and you hereby agree not to hold Creator responsible or liable for, such third-party marketplaces' terms and conditions. Further, your uses of and other interactions with the ALPHA-BET NFT may be limited or otherwise affected if: (a) the terms and conditions or pricing of such third-party marketplaces change; (b) you or Creator cannot comply with the terms and conditions of such third-party marketplaces or any update or modification to them; or (c) a third-party marketplace dissolves, declares bankruptcy, becomes insolvent, or otherwise ceases business operations.

5.3 Additional Features.

Creator may choose to make additional features, access, content, items or other benefits available to owners of ALPHA-BET NFTs ("**Additional Features**"). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring an ALPHA-BET NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.

5.4 Governing law and jurisdiction

This Agreement is governed by and construed in accordance with the laws of the Republic of Singapore. The courts of the Republic of Singapore shall have exclusive jurisdiction to deal with any dispute arising out of this Agreement.

5.5 Miscellaneous.

This Agreement constitutes the entire and exclusive understanding and agreement between Creator and you regarding the ALPHA-BET NFT and ALPHA-BET Creation. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement and the licenses granted hereunder may be freely assigned by Creator. Any purported assignment in violation of this Agreement will be null and void.