

LLQ Management SA NFT TERMS & CONDITIONS

By acquiring, claiming, or transferring a non-fungible token (“NFT”) associated with the LLQ Management SA Content (as defined below), you agree to these terms and conditions (the “Terms”) between you and LLQ Management SA (“LLQ Management SA”).

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS, AND NOT ON A CLASS-WIDE OR CONSOLIDATED BASIS, TO RESOLVE ANY DISPUTES RELATING TO THESE TERMS, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS OF ANY KIND.

1. Limited License to the LLQ Management SA Content. Each NFT is a blockchain-based digital token that is associated with a certain digital work of authorship or content (“LLQ Management SA Content”). The LLQ Management SA Content is exclusively owned or controlled by LLQ Management SA separate from the associated NFT, and as between you and LLQ Management SA, LLQ Management SA and its licensor(s) own all right, title, and interest in the LLQ Management SA Content and all intellectual property rights related thereto. LLQ Management SA reserves all rights in and to the LLQ Management SA Content not expressly granted to you herein. The NFT is separate from the LLQ Management SA Content, and no ownership right is transferred to you in the LLQ Management SA Content.

Subject to your compliance with these Terms and to the extent of LLQ Management SA’s right and ability to grant such license, LLQ Management SA hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to view, digitally copy, and display the LLQ Management SA Content for the duration of your ownership of the NFT: (i) for your own personal, non-commercial use, and (ii) as part of a marketplace that permits the display, purchase, and sale of NFTs, provided the marketplace has mechanisms in place to verify the owners’ rights to display and sell such NFTs. Notwithstanding the above limitation on digital-only copies, you may make one physical print of the LLQ Management SA Content for your own personal, non-commercial use to be retained so long as you own the associated NFT. You have no right to make any use of the LLQ Management SA Content other than as set forth in these Terms, and you will not in any way dispute or do anything to challenge, or impair the validity of LLQ Management SA’s rights in the LLQ Management SA Content.

Without limiting the foregoing, you may not use the LLQ Management SA Content or any trademarks, logos, names, likenesses, images, characters, art work, or other embedded intellectual property contained within the LLQ Management SA Content, with any business, product, or service, or in any manner that may imply endorsement of any business, message, product, or service, or that is likely to cause confusion or dilute, blur, or tarnish any such trademarks contained therein, including those of LLQ Management SA. Your use of such intellectual property is subject to the rights granted above and any additional restrictions imposed by the owner(s) of such intellectual property. All use of the

LLQ Management SA Content and related intellectual property, including any goodwill generated by such use, will inure to the benefit of LLQ Management SA and its licensors.

LLQ Management SA may, from time to time and in its sole discretion, grant additional rights or further limit your rights in the NFT or the LLQ Management SA Content.

LLQ Management SA may store the LLQ Management SA Content at a specified IPFS or URL, but LLQ Management SA has no obligation to provide or maintain such IPFS or URL, and you further acknowledge and agree that any such IPFS or URL is subject to the disclaimer and limitation of liability set forth in Sections 4 and 5. LLQ Management SA may update the LLQ Management SA Content associated with an NFT or stored at an IPFS or URL, including, but not limited to, upon verification of your purchase of a qualifying LLQ Management SA vehicle, at which point it will make reasonable efforts to provide notice of any such update.

2. **Additional Benefits.** Prior to the release of the NFT or at any time thereafter, LLQ Management SA or and other third parties have the right, but not obligation, to make additional content, items, or other rights or benefits available to holders of the NFT (“Additional Benefit”). Any Additional Benefits are not guaranteed and may be subject to further terms, conditions, purchase, or application.
3. **Restrictions.** You agree that you may not, or permit any third party to do or attempt, any of the following without LLQ Management SA’s prior express written consent in each case:
 - a. Modify, edit, alter, manipulate, reproduce, commercialize, distribute or reuse the LLQ Management SA Content or NFT, in whole or in part, in any way, including without limitation, any art, design, drawings, or other intellectual property contained in the LLQ Management SA Content, except as otherwise expressly set forth in these Terms;
 - b. Use the LLQ Management SA Content or NFT, in whole or in part, to advertise, market, promote, reproduce, offer, sell, or distribute for commercial gain any product or service in any manner or media, whether for your own commercial benefit or that of any third party or otherwise;
 - c. Use the LLQ Management SA Content or NFT in connection with any content, images, videos, or other forms of media that (i) depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or be considered abusive, defamatory, ethnically or racially offensive, harassing, harmful, obscene, offensive, sexually explicit, threatening, or vulgar; (ii) contain any other material, products, or services that violate or encourage conduct that would violate any criminal or other applicable laws; (iii) violate or infringe on any third-party rights; or (iv) violate LLQ Management SA’s policies and guidelines.

- d. Create, display, advertise, market, promote, display, distribute, reproduce, or sell any derivative works of the LLQ Management SA Content or NFT (including any fractionalized interests in the LLQ Management SA Content or NFT), or any merchandise of any kind that includes, contains, uses, incorporates, or consists of the LLQ Management SA Content or NFT;
- e. Use the LLQ Management SA Content in movies, videos, games, or any other forms of media, except to the limited extent that such use is solely for your own personal, non-commercial purposes.
- f. Apply for, register, or otherwise use or attempt to use the LLQ Management SA Content or NFT, any other intellectual property owned by or associated with LLQ Management SA or its affiliates or subsidiaries or their other products or services, in whole or in part, as a trademark anywhere in the world, or attempt to copyright or otherwise acquire additional intellectual property rights in or to the LLQ Management SA Content or NFT;
- g. Challenge LLQ Management SA's rights with respect to the LLQ Management SA Content, including but not limited to the ownership or validity thereof;
- h. Make any additional representations or warranties to any third-party relating to the LLQ Management SA Content or NFT except those contained in these Terms; and
- i. Display, copy, or otherwise use the LLQ Management SA Content or NFT, except in connection with the limited license granted hereunder, without LLQ Management SA's prior express written approval for such use.

If you sell, trade, donate, or transfer the NFT, you must provide prominent notice of these Terms to the receiving party.

LLQ Management SA may use or implement technical measures with respect to the security of the LLQ Management SA Content, and you will not take any action to interfere with, circumvent, disable or otherwise obstruct any such security-related features or other digital rights management functions associated with the LLQ Management SA Content.

4. **DISCLAIMER.** LLQ MANAGEMENT SA MAKES THE NFT, LLQ MANAGEMENT SA CONTENT, LICENSE, ANY ASSOCIATED WEBSITE, AS WELL AS ANY ADDITIONAL BENEFIT PROVIDED BY LLQ MANAGEMENT SA OR ANY THIRD-PARTY IN CONNECTION WITH OWNING THE NFT, AVAILABLE "AS IS" AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE IN TRADE. YOU ASSUME THE ENTIRE RISK OF YOUR USE OF THE LLQ Management SA CONTENT AND NFT.

5. LIMITATION OF LIABILITY.

a. IN NO EVENT WILL LLQ MANAGEMENT SA OR ITS AFFILIATES BE LIABLE , WHETHER UNDER ANY THEORY OF LIABILITY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUE OR PROFITS, LOSS OF DATA, OR OTHER LOSS OF BUSINESS, EVEN IF SUCH PARTY IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF THESE TERMS.

b. THE MAXIMUM AGGREGATE LIABILITY OF LLQ MANAGEMENT SA AND ITS AFFILIATES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) , OR OTHERWISE, SHALL BE \$100.

c. LLQ MANAGEMENT SA DOES NOT OWN OR CONTROL ANY OF THE SOFTWARE PROTOCOLS, SERVICES, EXCHANGES, OR APPLICATIONS THAT MAY BE USED IN CONNECTION WITH THE NFT, INCLUDING ANY CRYPTOCURRENCY WALLET, THIRD-PARTY SERVER ON WHICH MEDIA RELATING TO THE LLQ Management SA CONTENT IS STORED, OR THIRD-PARTY MARKETPLACES (“THIRD-PARTY SERVICES”). LLQ Management SA DISCLAIMS ALL LIABILITY RELATING TO THE THIRD-PARTY SERVICES, AS WELL AS ANY PRICE FLUCTUATIONS IN NFT VALUATION, AND MAKES NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY, OR AVAILABILITY OF THE THIRD-PARTY SERVICES. YOU HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY SERVICES OR THE TRANSFER, LOSS, OR THEFT OF ANY NFT.

6. Indemnity. You agree that you shall defend, indemnify and hold harmless LLQ Management SA and its affiliates, and its and their respective directors, officers, employees, licensors, content providers, agents , and representatives, from any claim or action arising from: (i) your breach or alleged breach of these Terms, (ii) your ownership of the NFT, (iii) your transfer or attempted transfer of the NFT, or (iv) the exercise of any rights granted in these Terms; (v) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities in connection with your use or interaction with the NFT; or (vi) any misrepresentation made by you.

7. NOT A SECURITY. THE NFT AND LLQ MANAGEMENT SA CONTENT ARE INTENDED FOR CONSUMER ENJOYMENT, USE, AND CONSUMPTION ONLY. THE NFT IS NOT A “SECURITY,” AS DEFINED BY THE FINMA.

8. Term. The license granted in these Terms applies only to the extent that you continue to own the applicable NFT. If at any time you sell, trade, donate, transfer, or otherwise dispose of your NFT for any reason, the license will immediately terminate, and you will have no further right in the LLQ Management SA Content or the NFT. If you breach these Terms, as determined by LLQ Management SA in its sole discretion, your rights under these Terms will immediately terminate without any requirement of notice. Upon termination of your license rights you must immediately cease all use of the NFT and LLQ Management SA Content, and LLQ Management SA may prevent your unauthorized use of the LLQ Management SA Content or NFT. LLQ Management SA will have no obligation or liability to you for any such actions, and you will not interfere with, or seek to prevent, any such actions.

9. Restrictions on Transfer. You represent and warrant that you are not now and have never been a Blocked Person or acting on behalf of a Blocked Person, and you will not transfer your NFT to a Blocked Person. Should any element of the foregoing representation become untrue during your ownership or custody of the NFT, then you will immediately notify LLQ Management SA. “Blocked Person” means any person, group, entity, nation or transaction (i) named or listed by any governmental agency as a known or suspected terrorist, terrorist organization, prohibited person, or a “Special Designated National and Blocked Person”, (ii) subject to any economic, trade, or transactional sanctions imposed by any governmental agency, or (iii) otherwise banned or blocked pursuant to any laws that are enforced or administered by any governmental agency.

10. Amendment. LLQ Management SA may change any part of these Terms at any time by posting revised Terms on the relevant website. It is your obligation to review these Terms from time to time, and your continued use of the LLQ Management SA Content or NFT constitutes your agreement to the updated Terms.

11. Dispute Resolution and Binding Arbitration. Any controversy, claim or dispute arising out of or related to these Terms or the NFT, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties (a “Dispute”) shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If the parties are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute by sending notice demanding arbitration to the other party. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, but in no event shall it be made more than one year from when the aggrieved party knew or should have known of the controversy, claim or facts forming the basis of the Dispute.

Arbitration costs and fees shall be determined in accordance with the Arbitration Rules. Attorneys’ fees shall be borne by each party independently and no party shall be liable for the attorneys’ fees of the other party. No disputes may be arbitrated on a class or representative basis and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY AGREEING TO THESE TERMS, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION, CLASS ARBITRATION OR SIMILAR PROCEDURAL DEVICE; AND WAIVES ANY RIGHT IT MAY HAVE TO PRESENT ITS CLAIM OR DISPUTE IN A COURT OF LAW. Judgment on the award rendered by the arbitrator(s), if any, may be entered for enforcement purposes in any court having jurisdiction thereof.

12. Miscellaneous. These Terms shall be governed by the laws of Zurich (Stadt), Switzerland without regard to conflict of law principles. A party’s delay or failure to exercise all or part of any right under these Terms will not constitute a waiver of that right or of any other right. No waiver of any terms contained herein will be valid except in a writing signed by the parties, or their respective approved agents. If any provision of these Terms is deemed invalid that provision will

be struck and the remaining provisions of these Terms will remain in full force and effect. These Terms are binding upon and will inure to the benefit and detriment, as applicable, of the parties and their respective licensees and assigns. You agree that, in addition to LLQ Management SA, any of LLQ Management SA's affiliates and licensors associated with the LLQ Management SA Content will have the right to enforce these Terms and any of its rights hereunder against you.