

## TOKEN PURCHASER AGREEMENT

By acquiring lawful ownership to a Token associated with the project made available under this Token Agreement ('**Project Token**') created by the owner or entity that has created this Project Token ('**Everbloom**' or '**we**' or '**our**'), you agree to this Token Agreement. When you lawfully own a Project Token, you own all personal property rights to the Token underlying the Project Token (e.g., the right to freely sell, transfer, or otherwise dispose of that Project Token). However, your right to receive the associated revenue linked to your specific Project Token ('**Token Revenue Share**') is only as outlined below.

### 1. Token Rights

- 1.1 Non-monetary Token rights. For as long as you lawfully own a Project Token, Everbloom shall use reasonable commercial endeavors to make available (or procure that you have access to) the non-monetary features, exclusives, pre-releases and/or interactions that are linked to your specific Project Token ('**Token Non-Monetary Rights**'). The right to receive the Token Non-Monetary Rights cannot be separated from your specific Project Token.
- 1.2 Token Revenue Share. For as long as you lawfully own a Project Token, and subject to Clause 1.3, Everbloom shall promptly pay to you (or procure that you are paid) an amount equal to the Token Revenue Share.
- 1.3 Token Revenue Share payment terms. Everbloom is only obligated to make (or procure) payment under Clause 1.1: (a) to the extent that Everbloom is in actual receipt of the corresponding funds from the owner or entity that has commercialized the Project Content ('**Project Content Creator**'); (b) in the fiat currency specified in your specific Project Token; and (c) to the digital wallet that is associated with your specific Project Token. The right to receive the Token Revenue Share cannot be separated from your specific Project Token.
- 1.4 No rights to Project Content. Nothing in this Token Agreement is meant to grant you any rights to: (a) in the artwork, images, video, content or other works of authorship from which the Token Revenue Share is derived ('**Project Content**'); or (b) the logos, trademarks, service marks, and trade dress associated with the Project Token ('**Project Trade Marks**'). Unless you have our prior written approval, you may not use any Project Content or Project Trade Marks for any use that would require a license from us.
- 1.5 Transfers. The rights granted in this Token Agreement are non-transferrable, except that if you lawfully transfer ownership of your Project Token, the right to receive the Token Non-Monetary Rights in Clause 1.1 and Token Revenue Share in Clause 1.2 shall terminate upon the effective date of such transfer, and such right will be assigned to the new owner of the Project Token. As a condition to sales, transfers or similar transactions of the Project Tokens, the transferee agrees upon the acquisition of the Project Token that: (a) the transferee is not a Restricted Party; and (b) the transferee accepts this Token Agreement. Further, if you choose to pass on any of your rights set forth in Clauses 1.1 and 1.2 above, you are only permitted to do so if any such persons agree: (i) that they are not Restricted Parties and; (ii) that if your rights in Clauses 1.1 and 1.2 are transferred (such as because you sell your Project Token), then any such rights you have granted will automatically terminate. Because virtually all public blockchains are licensed under open-source licenses, it is possible that the blockchain may fork, merge, or duplicate the original blockchain that initially recorded ownership of your Project Token. In such case, any rights granted under this Token Agreement to owners of any Project Token will only be granted to the lawful owners of such Project Token whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).
- 1.6 Restrictions. If a Project Token is fractionalized into smaller ownership interests (which may be represented by other Tokens), the rights granted in this Token Agreement do not transfer to each of the owners of such fractionalized interests in the Project Token, but are only granted to those who own all fractionalized interests in a Project Token or as may otherwise

be agreed by the owners of such fractionalized interests if each of such owners agree that: (a) the owner is not a Restricted Party; and (b) the owner accepts this Token Agreement. In order to purchase the Project Token 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 this Token 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. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 2.1 Potential Restrictions on Transfer. PROJECT TOKENS HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY GOVERNMENTAL AUTHORITY, NOR HAS ANY SUCH GOVERNMENTAL AUTHORITY REVIEWED THIS TOKEN AGREEMENT OR THE TERMS OR RIGHTS OF THE PROJECT TOKEN FOR ACCURACY OR COMPLETENESS. BECAUSE THE PROJECT TOKEN HAS NOT BEEN REGISTERED, IN THE EVENT THE PROJECT TOKENS ARE DETERMINED TO BE SECURITIES BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR SIMILAR REGULATORY BODY IN ANOTHER JURISDICTION THERE MAY BE RESTRICTIONS ON THEIR ASSIGNABILITY, TRANSFERABILITY OR RESALE UNDER APPLICABLE SECURITIES LAWS. YOU SHOULD PROCEED ON THE ASSUMPTION THAT YOU MUST BEAR THE ECONOMIC RISKS OF THE ACQUISITION OF THE PROJECT TOKEN FOR AN INDEFINITE PERIOD. IF PROJECT TOKENS ARE DETERMINED TO BE A SECURITY IN ANY JURISDICTION, PROJECT TOKENS MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER APPLICABLE SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.
- 2.2 Lack of Marketability. THERE IS CURRENTLY NO REGULATED TRADING MARKET OR REGULATED EXCHANGE FOR THE PROJECT TOKENS AND THERE CAN BE NO ASSURANCE THAT ANY SUCH MARKET SHALL DEVELOP IN THE FUTURE OR THAT, IF THE PROJECT TOKENS ARE DETERMINED TO BE SECURITIES, THE PROJECT TOKENS SHALL BE ACCEPTED FOR INCLUSION ON ANY TRADING EXCHANGE AT ANY TIME IN THE FUTURE. IN THE EVENT THAT THE PROJECT TOKENS ARE DETERMINED TO BE A SECURITY IN ONE OR MORE JURISDICTIONS, YOU ACKNOWLEDGE AND AGREE THAT EVERBLOOM IS NOT OBLIGATED TO REGISTER FOR SALE, UNDER ANY SECURITIES LAWS, THE PROJECT TOKENS PURCHASED PURSUANT HERETO. ACCORDINGLY, IN THE EVENT THAT THE PROJECT TOKENS ARE DETERMINED TO BE A SECURITY IN ONE OR MORE JURISDICTIONS THE SALE, ASSIGNMENT, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE PROJECT TOKENS WHICH ARE PURCHASED PURSUANT HERETO MAY BE RESTRICTED BY (I) THIS TOKEN AGREEMENT, AND/OR (II) APPLICABLE SECURITIES LAWS (DEPENDING ON YOUR RESIDENCY OR CITIZENSHIP OR JURISDICTION OF INCORPORATION OR OPERATION).
- 2.3 Disclaimers. YOUR ACCESS TO AND USE OF THE PROJECT TOKEN IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EVERBLOOM, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE 'EVERBLOOM 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 PROJECT TOKENS. THE EVERBLOOM 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 PROJECT TOKENS; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER THE PROJECT TOKENS 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 PROJECT TOKENS.

- 2.4 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE EVERBLOOM ENTITIES BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PROJECT TOKEN), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THIS TOKEN AGREEMENT OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT TOKENS OR THIS TOKEN AGREEMENT AND WHETHER IN CONTRACT, OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE), OR OTHERWISE, EVEN IF THE EVERBLOOM ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS TOKEN AGREEMENT OR THE DELIVERY, USE OR PERFORMANCE OF THE PROJECT TOKENS. SAVE FOR A BREACH OF CLAUSE 1.1, THE MAXIMUM AGGREGATE LIABILITY OF THE EVERBLOOM ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$1,000 OR (II) THE AMOUNT YOU PAID FOR YOUR PROJECT TOKEN.
- 2.5 Assumption of Risk. THE VALUE OF THE PROJECT TOKEN IS SUBJECTIVE AND THEREFORE CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE PROJECT TOKEN.
- 2.6 Template Provider Disclaimers. You and Everbloom each agree and acknowledge and agree that: (i) these terms are based on a template that has been provided for public use; and (ii) each party and its heirs, successors and assigns, irrevocably covenants and agrees not to assert or bring any suit, claim, demand or challenge against the providers of such template, their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, service providers and licensors (the '**Template Provider Entities**') in connection with these terms; (iii) the availability of these terms shall not be construed as legal advice for any particular facts or circumstances and are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances; and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.
- 2.7 Indemnification. By entering into this Token Agreement and accessing or using the Project Tokens, you agree that you shall defend, indemnify and hold the Everbloom Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Everbloom Entities arising out of or in connection with: (i) your violation or breach of any term of this Token Agreement or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of the Project Token; or (iv) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Everbloom Entities (other than the Everbloom) are third party beneficiaries of this Token Agreement.

### 3. PURCHASER WARRANTIES

- 3.1 Project Tokens are not intended to be securities. You have been advised that the Project Tokens are not intended to be securities and have not been registered under the Securities Act, or any state securities laws and, therefore, if they are deemed to be securities by the SEC

or a similar body or agency in another jurisdiction, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available.

- 3.2 Sufficient knowledge of digital assets. You are purchasing the Project Token for your own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and you have no present intention of selling, granting any participation in, or otherwise distributing the same. You have such knowledge and experience in digital assets, financial and business matters that you are capable of evaluating the merits and risks of the purchase of the Project Token, are able to incur a complete loss of the purchase price of the Project Token without impairing your financial condition and are able to bear the economic risk of the acquisition of the Project Token for an indefinite period of time.
- 3.3 No expectation of profit. You are purchasing the Project Token for your own use and enjoyment, and have no expectation of profit from the purchase of the Project Token.

#### 4. ADDITIONAL PROVISIONS

- 4.1 Additional Features. Everbloom may choose to make additional features, access, content, items or other benefits available to owners of Project Tokens ('**Additional Features**'). Everbloom has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project Token. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.
- 4.2 Termination. If you materially breach any of the provisions of this Token Agreement, Everbloom may terminate all of the rights granted to you under this Token Agreement. Everbloom will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your right shall terminate regardless of whether such notice is actually received. The following sections shall survive the termination of this Token Agreement and shall continue in full force and effect subsequent to and notwithstanding any termination of this Token Agreement by Everbloom or you: Sections 1.4, 1.5, 1.6, 2.1, 2.4, 2.5, 2.6, 2.7, 4.2, 4.3, and 4.4. Termination will not limit any of Everbloom's other rights or remedies at law or in equity.
- 4.3 Miscellaneous. This Token Agreement constitutes the entire and exclusive understanding and agreement between Everbloom and you regarding the Project Token, Token Non-Monetary Rights, and Token Revenue Share and supersedes and replaces any and all prior oral or written understandings or agreements between Everbloom and you regarding the Project Token, Token Non-Monetary Rights, and Token Revenue Share. If any provision of this Token Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Token Agreement and shall not affect the validity and enforceability of any remaining provisions. This Token Agreement and the rights granted hereunder may be freely assigned, transferred, or novated by Everbloom. Any purported assignment in violation of this Token Agreement will be null and void. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 4.4 Governing Law & Arbitration. This Token Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. The parties irrevocably agree that: (a) any dispute arising out of or in connection with this Token Agreement, including any question regarding its existence, validity or termination, shall be referred to the American Arbitration Association Commercial Arbitration Rules, which Rules are deemed to be incorporated by reference into this Clause; (b) the number of arbitrators shall be one; (c) the seat of arbitration shall be New York, USA; and (d) the language to be used in the arbitral proceedings shall be English. **You and Everbloom each agree that any claims may only be brought on an individual basis and not as a plaintiff or class member in any purported class or**

**representative action or other proceeding in which a person attempts to resolve a dispute as a representative of another person or group of persons. Unless both you and Everbloom agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding.**