

WARNER BROS. - HRO  
NFT LICENSE TERMS

These NFT License Terms constitute a legally binding agreement (the "Agreement") between you and each of Cartamundi Services NV (as licensor of the HRO brand and related assets) and Warner Bros. Consumer Products Inc. (as licensor of the DC Universe including the DC Universe superhero characters and all related assets). Cartamundi Services NV and Warner Bros. Consumer Products Inc. are each the "Licensor" as to their respective Works (defined below) and are collectively the "Licensors."

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY PURCHASING OR OTHERWISE OBTAINING THE PURCHASED NFT (defined below), OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND YOU ALSO REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE OTHERWISE LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT. If you do not agree to the terms of this Agreement, or if you are not at least 18 years of age and otherwise legally competent to enter into this Agreement, you must not proceed with your NFT purchase (or other transfer) or otherwise indicate your acceptance of this Agreement.

1. Definitions. As used in this Agreement:

"NFT" means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard or similar standards that is associated with one or more Works.

"Own" means, with respect to an NFT, that the party is recorded as the rightful owner of the NFT on the relevant blockchain or within records maintained by Cartamundi Services NV, its affiliate, or any of their service providers.

"Purchased NFT" means the NFT purchased by you from the seller (or otherwise transferred to you), which NFT is Owned by the seller prior to the sale or other transfer and Owned by you after the sale or other transfer.

"Third Party IP" means any third-party patent, copyright, trademark, trade secret, right of publicity, or any other intellectual property or proprietary right recognized in any country or jurisdiction in the world.

"Work" means any aspect associated with the Purchased NFT that is or may be protected by patent, copyright, trademark, trade secret, right of publicity, or any other intellectual property or proprietary right recognized in any country or jurisdiction in the world but excluding the physical object transferred with the Purchased NFT if applicable. By way of example only, Works may comprise music, sound-recordings, videos, artwork, graphics, designs (including 2-D and 3-D), photographs, names, likenesses, trademarks, taglines, and trade dress. As a further example, where an NFT includes a physical trading card, the artwork shown on the physical trading card is a "Work." For purposes of clarity, the Purchased NFT may have more than one Work. By way of example only, the front artwork and back artwork of a digital card NFT are each a Work.

2. Ownership of Works. You acknowledge and agree that the Licensor of each Work (or, if and as applicable, its licensor) owns all legal right, title and interest in and to the Work and all intellectual property and other proprietary rights therein recognized in any country or jurisdiction in the world. Except for the rights expressly granted to you in Section 3 of this Agreement, the Licensor of each Work (and, if and as applicable, its licensor) reserves all rights and ownership in and to the Work.

3. Rights.

(a) License Grant. Subject to your continued compliance with this Agreement, each Licensor grants you a worldwide, non-exclusive, non-transferable (except as expressly permitted in Section 3(b)), royalty-free license to use, copy, display and perform their respective Works solely during the period when you Own the Purchased NFT and solely for the following purposes: (a) for your own personal, non-commercial viewing; (b) as part of a marketplace that permits the purchase and sale of your Purchased NFT, provided that the marketplace cryptographically verifies each NFT owner's rights to display the works associated with the NFTs (including the Purchased NFT) to ensure that only the actual recorded owners can display the works (including each Work) and

offer the NFTs for sale; or (c) as part of a third-party NFT museum or gallery website or application that permits the inclusion, involvement, or participation of your Purchased NFT, provided that the website or application cryptographically verifies each NFT owner's rights to display or perform the works associated with the NFTs (including the Purchased NFT) to ensure that only the actual recorded owner can display the works (including each Work), and provided that the works are no longer visible once the owner of the NFT (including the Purchased NFT) leaves the website or application. Without limiting any of the foregoing, you have no license or rights to make any commercial use of any Work.

(b) Permissible Transfers. You may transfer the Purchased NFT only if: (i) the transferee accepts all the terms of this Agreement and is at least 18 years of age and otherwise legally competent to enter into this Agreement; (ii) the Licensors are paid ten percent (10%) of the gross amounts paid by the transferee relating to the Purchased NFT (and on each subsequent transfer) and such payment is made to the Licensors on the same terms and at the same time as you are paid, provided that, if such payment is not made to the Licensors through the applicable marketplace, you shall remain liable to the Licensors for such amounts (additional fees may be charged by third parties such as Open Sea and immutableX); (iii) you have not breached this Agreement or the HRO Marketplace App Terms of Use prior to or in connection with the transfer; (iv) you, the transferee, and any other person or entity involved with the transfer (including any NFT marketplace used for the transfer) complies with all applicable laws and regulations, including with respect to anti-bribery, anti-money laundering, know-your-customer, and sanctioned country sales (without limiting the foregoing, sales to residents of Burma (Myanmar), Cuba, Iran, North Korea, Sudan, and Syria are expressly prohibited or of any country that is subject to a United States embargo, or that has been designated as a "terrorist supporting" country); (v) the Purchased NFT is transferred as a unitary NFT and you do not fractionalize ownership of the Purchased NFT on the blockchain (such that the NFT or any part of the NFT is held in more than one digital wallet at the same time) or otherwise; and (vi) your license to the Purchased NFT (including each Work) has not been terminated prior to the transfer. Any transfer or attempt to transfer in violation of this Section 3(b) is null and void and constitutes a breach of this Agreement.

#### 4. Restrictions.

(a) Limitations on Use. You agree that you must not, nor permit any third party to do or attempt to do, any of the following without the express prior written consent of both Licensors in each instance: (i) modify the Purchased NFT or any Work in any way; (ii) use the Purchased NFT or any Work to advertise, market, or sell any product or service; (iii) use the Purchased NFT or any Work in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others, drugs (including, without limitation, both prescription and non-prescription) or other supplements, death, pornography or other "adult only" or sexually explicit activities, massage parlors, prostitution or any dating or escort activities, weapons or ammunition, denigration or discrimination against individuals based on race, national origin, gender, religion, disability, ethnicity, sexual orientation, gender identity or age, medical conditions or political campaigns or causes; (iv) use the Purchased NFT or any Work in movies, videos, or any other forms of media, except solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, by way of example only, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Purchased NFT or any Work; (vi) register or attempt to register any trademark (or any confusingly similar trademark) or any copyright (or create or register any derivative work), or otherwise acquire additional rights in any intellectual property or other proprietary rights recognized in any country or jurisdiction in the world, in or to the Purchased NFT or any Work; or (vii) otherwise use any Work for your or any third party's commercial benefit.

(b) Third Party IP. If any Work contains Third Party IP, you understand and agree that: (i) you do not have the right to use such Third Party IP in any way except as incorporated in the Work and subject to the terms of this Agreement; (ii) depending on the nature of the license granted from the owner of the Third Party IP, Seller or a Licensor may need to pass through additional terms (which may include additional restrictions) on your use of the Purchased NFT and any Work; and (iii) to the extent that Seller or a Licensor informs you of such additional restrictions by email or other writing, you will be responsible for complying with all such restrictions from the date that you receive the notice, and failure to do so will constitute a breach of this Agreement.

5. License Termination. The rights licensed to you under this Agreement shall automatically terminate and all rights shall return to the Licensors (or, as applicable, each of their licensors) without the requirement of notice if: (i) at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT; (ii) you breach any terms of this Agreement; (iii) you violate any applicable laws or regulations, including with respect to anti-bribery, anti-money laundering, know-your-customer, and sanctioned country sales; or (iv) you engage in any unlawful business practice related to the Purchased NFT or any Work.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. EACH LICENSOR WARRANTS TO YOU WITH RESPECT TO ITS WORKS THAT IT HAS THE RIGHT TO GRANT THE LIMITED LICENSES GRANTED TO YOU HEREIN. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION 6, THE PURCHASED NFT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EACH LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL EITHER LICENSOR BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER, DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION, OR FOR ANY FORM OF DIRECT OR INDIRECT DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND WHETHER A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EACH LICENSOR SHALL NOT EXCEED TWENTY-FIVE UNITED STATES DOLLARS (US \$25.00). IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE DISCLAIMERS OR LIMITATIONS OF LIABILITY TO APPLY TO YOU, THE DISCLAIMERS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Release and Indemnity.

(a) You agree to release and forever discharge (to the fullest extent permitted by applicable law) each Licensor and their respective affiliates, licensors and suppliers, and each of their respective successors and assigns, from any and all claims, actions, causes of action, liabilities, damages, costs and expenses (including, without limitation, those for bodily injury and emotional distress) arising out of or related to the Purchased NFT, its associated Works, or your use of any of the foregoing. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH SECTION STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(b) You further agree to indemnify and hold harmless each Licensor and their respective affiliates, licensors, and suppliers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns, from and against any third-party claim (including all liabilities, damages, losses, costs and expenses associated therewith) arising out of or related to: (i) the Purchased NFT, its associated Works, or your use of any of the foregoing; (ii) your violation of this Agreement or any applicable law; or (iii) your violation of any third party's rights.

8. Dispute Resolution and Binding Arbitration.

(a) YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND EITHER LICENSOR ARISING FROM OR RELATING IN ANY WAY TO THE PURCHASED NFT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 8. (The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at +1-800-778-7879.) The United States Federal Arbitration Act will govern the interpretation and enforcement of this Section 8. If the dispute has a claimed value of not more than US \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than 15 years’ experience as a practicing member of the bar in the substantive practice area related to the dispute. If the dispute has a claimed value of more than \$250,000, or if any Licensor who is a party to the dispute elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three member panel. If there are 3 parties to the dispute, then each party will select one member of the panel. If there are 2 parties to the dispute, then each party will select one member and the third member (who will be chair of the panel) will be selected by the two party appointed members or by the AAA. The arbitrator or panel will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator or panel will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator or panel will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(c) You agree to an arbitration on an individual basis. In any dispute, YOU WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS OR ENTITIES IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person’s or entity’s claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

(d) The foregoing provisions of Section 8 will not apply to any legal action taken by Licensor to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to its intellectual property rights, its products, or its services. You agree that such claims may be brought in the state or federal courts located in the New York, New York and you waive any objection to jurisdiction and venue in such courts.

(e) ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES; OTHERWISE, SUCH CLAIM IS PERMANENTLY BARRED.

9. Miscellaneous. This Agreement is the sole and entire agreement with respect to the subject matter of this Agreement. This Agreement cannot be amended except in an express writing signed by at least two authorized representatives of each Licensor. In the event of any conflict between this Agreement, the HRO Marketplace App Terms of Use and the terms of any other marketplace used in connection with any transfer of the Purchased NFT, the following order of precedence shall apply: (1) the terms of this Agreement; (2) the HRO Marketplace App Terms of Use; (3) the terms of any other marketplace used in connection with the transfer of the Purchased NFT. If you are provided a translation of this Agreement, the original version in English will be used in deciding any issues or disputes which arise under this Agreement. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. This Agreement and all matters related to it shall be governed by, construed, and enforced in accordance with the laws of the United States of America and the State of New York, as they are applied to agreements entered into and to be performed entirely within the State of New York and without regard to conflict of law principles, except to the extent that law is inconsistent with or preempted by federal law.