

PURCHASE AND LICENCE AGREEMENT
("CHEERS UP")

Welcome to Base Labs!

This Purchase and Licence Agreement, together with its amendments, supplements and other modifications from time to time, (the "**Terms**") set forth the terms and conditions applicable to certain Collectible (as defined below) created by Base Labs.

These Terms are important and may affect your legal rights, so please read them carefully. By purchasing NFT(s) (as part of the Collectible or otherwise) through the Site or by subsequently acquiring an NFT or a Collectible from any previous owner of such NFT/Collectible or selling an NFT or a Collectible or otherwise engaging with any transactions relating to an NFT or a Collectible, you agree to be bound by these Terms.

IMPORTANT NOTICE REGARDING THE FOLLOWING CLAUSES:

- **CLAUSE 4 (ASSUMPTION OF RISKS RELATING TO NFT(S)/COLLECTIBLE(S)):** YOU ARE AWARE OF THE RISKS ASSOCIATED WITH THE PURCHASE OF NFT(S)/COLLECTIBLE(S) THROUGH THE SITE OR YOUR OTHERWISE ENGAGEMENT WITH AN NFT OR A COLLECTIBLE AND YOU SHALL ASSUME ALL RISKS SET OUT IN THAT CLAUSE.
- **CLAUSE 5 (LIABILITIES):** YOU ARE AGREEING TO THE DISCLAIMERS AND LIMITATION OF LIABILITIES SET OUT IN THAT CLAUSE.
- **CLAUSE 7 (INDEMNIFICATION):** YOU ARE AGREEING TO INDEMNIFY US PURSUANT TO THAT CLAUSE.
- **CLAUSE 15 (DISPUTE RESOLUTION):** YOU ARE AGREEING, AMONG OTHER THINGS, TO RESOLVE ANY DISPUTE BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT AND THAT NO CLASS OR CONSOLIDATED ACTIONS WILL BE TAKEN.

PLEASE READ THEM CAREFULLY BEFORE PROCEEDING.

We reserve the right to change or modify these Terms at any time and in our absolute and sole discretion. If we make any change or modification to these Terms, we will provide a notice of such change or modification to all users (including you), on the Site and send an email/webmail to your email/webmail account notifying you with respect to such change or modification and present the updated Terms on relevant webpages on the Site. By continuing to purchase NFT(s) (as part of the Collectible(s) or otherwise) through the Site or subsequently acquire an NFT or a Collectible from any previous owner of such NFT/Collectible, selling any NFT/collectible or otherwise engage with any transactions relating to an NFT or a Collectible at any point after such notice, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review these Terms frequently to ensure that you understand the terms and conditions that apply when you purchase, hold, sell or otherwise engage in any transactions relation to an NFT or a Collectible. If you do not agree to the revised Terms, you may not purchase NFT(s) (as part of the Collectible(s) or otherwise) through the Site and/or subsequently acquire an NFT or a Collectible from any previous owner of such NFT/Collectible or otherwise engage with any transactions relating to an NFT or a Collectible.

1. DEFINITIONS

In these Terms:

"Item" means, in relation to an NFT, certain associated audio or visual material, including without

limitation designs, drawings, prints, in any form or media.

"Collectible" consists of a smart contract which may mint NFT(s), NFT(s) such minted and the licences and/or licence rights granted to the underlying Item pursuant to these Terms, the details of which are provided in Schedule A (*Details of Collectible and Purchase Process*).

"Blockchain" means the decentralized blockchain on which an NFT is recorded.

"Mint" or **"Minting"** means the creation and deployment of NFT(s) on a Blockchain.

"NFT" means a non-fungible blockchain-based digital token originally made available as part of a Collectible for purchase by Base Labs through the Site, including the Initial NFTs and the Ultimate NFTs as defined in the Schedule A (*Details of Collectible and Purchase Process*).

"Site" means the website located at <https://cryptonatty.io/> operated by CryptoNatty Pte. Ltd. or, any of our associated websites, application programming interfaces, mobile apps or other related services or applications.

"Supported Digital Wallet" means third party electronic wallet that is supported by the Site that allows you to purchase and store an NFT, pay the relevant Gas Fees and otherwise engage in transactions relating to an NFT or a Collectible using cryptocurrency.

2. COLLECTIBLE AND PURCHASE PROCESS

- 2.1 The details of a Collectible and the purchase process of the Collectible are provided in Schedule A (*Details of Collectible and Purchase Process*).
- 2.2 The terms of the licences and/or licence rights with respect to the Item (revealed or unrevealed) and the Smart Contract (as defined below) as part of the Collectible are provided in Schedule B (*Licence Terms*).
- 2.3 After you have purchased a Collectible, you may sell or transfer the Collectible or the NFT therein to a third party in a marketplace other than the Site, provided that you shall ensure that such third party understands that these Terms will apply to that third party and such third party is provided with an opportunity to review these Terms.
- 2.4 You agree that you are solely responsible for determining and paying whatever, if any, taxes apply to your purchase or sale transactions relating to an NFT or a Collectible. We are NOT responsible for determining the taxes (if any) that may apply to your NFT/Collectible transactions.
- 2.5 You understand and acknowledge that we will not be responsible for any communication failures, disruptions, distortions, delays or any other errors that may arise when you attempt to purchase, hold or sell any NFT or Collectible.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that your entry into these Terms, your purchase of NFT(s)/ Collectible(s) through the Site or your otherwise engagement with any transactions relating to an NFT or a Collectible would not result or likely to result in a violation of any applicable law.

4. **ASSUMPTION OF RISK RELATING TO NFT(S)/COLLECTIBLE(S)**

4.1 You understand and agree that your purchase of NFT(s)/Collectible(s) through the Site or your otherwise engagement with any transactions relating to an NFT or a Collectible is subject to certain risks including without limitation:

- (a) price and liquidity of digital assets, including NFT(s)/Collectible(s), are extremely volatile and may be subject to fluctuations;
- (b) fluctuations in the price of other digital assets could materially and adversely affect those of NFT(s);
- (c) legislative and regulatory changes or actions may adversely affect the purchase, use, transfer, and value of NFT(s)/Collectible(s);
- (d) NFT(s)/Collectible(s) are not legal tenders and they are not backed by any government;
- (e) transactions involving NFT(s)/Collectible(s) may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable. A transfer for any NFT/Collectible to an incorrect digital asset wallet address will result in the irreversible loss of such NFT/Collectible;
- (f) the value of NFT(s)/Collectible(s) may be derived from the continued willingness of the market participants to exchange fiat currency or digital assets for NFT(s)/Collectible(s), and therefore the value of NFT(s)/Collectible(s) are subject to the potential of permanent or total loss of value should the market for NFT(s)/Collectible(s) disappears or becomes illiquid;
- (g) NFT(s)/Collectible(s) are subject to the risk of fraud, counterfeiting, cyber-attacks and other technological difficulties which may prevent access to or use of your NFT(s)/Collectible(s); and
- (h) withdrawal of an NFT to a digital asset wallet outside the Site (cold or hot) is at your own risk.

4.2 You understand and agree that you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for yourself. We do not give any advice or recommendation regarding NFT(s). You understand and agree that your purchase of NFT(s)/Collectible(s) through the Site or your otherwise engagement with any transactions relating to an NFT or a Collectible are at your own risk.

4.3 You understand and agree that the NFTs/Collectibles are intended for consumer enjoyment, use and consumption only. They are not a "security" as defined under any applicable law.

5. **LIABILITIES**

5.1 **DISCLAIMERS**

YOUR PURCHASE OF NFT(S)/COLLECTIBLE(S) THROUGH THE SITE OR YOUR OTHERWISE ENGAGEMENT WITH ANY TRANSACTIONS RELATING TO AN NFT OR A COLLECTIBLE IS AT YOUR OWN RISK. THE ITEM, THE SMART CONTRACT AND

NFT(S) (WHETHER LISTED ON THE SITE OR OTHERWISE) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE, ANY ITEM, SMART CONTRACT OR NFT: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. WE DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO ANY ITEM, SMART CONTRACT OR NFT. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SITE, ANY ITEM, SMART CONTRACT OR NFT. YOU AGREE AND CONFIRM THAT YOU WILL CAREFULLY READ THE RELEVANT INFORMATION AND THE TERMS OF THE SITE, ANY ITEM, SMART CONTRACT OR NFT BEFORE PURCHASING OR OTHERWISE ENGAGING WITH ANY TRANSACTIONS RELATING TO AN NFT OR A COLLECTIBLE TO ENSURE THAT IT MEETS YOUR REQUIREMENTS AND PURPOSES.

WHILE WE ATTEMPT TO MAKE YOUR PURCHASE OF NFT(S)/COLLECTIBLE(S) THROUGH THE SITE OR YOUR OTHERWISE ENGAGEMENT WITH ANY TRANSACTIONS RELATING TO AN NFT OR A COLLECTIBLE SAFE, WE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, ANY ITEM, SMART CONTRACT OR NFT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SITE, ANY ITEM, SMART CONTRACT OR NFT. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT WE WILL NOT BE IN BREACH OF THESE TERMS AND WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM OR RELATING TO: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER UPGRADE, SERVER MAINTENANCE, SERVER FAILURE, SERVER ERROR, SERVER DELAY OR DATA LOSS RELATING TO THE SITE; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORISED ACCESS TO THE SITE, ANY ITEM, SMART CONTRACT OR NFT; (V) ANY UNAUTHORISED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, TROJAN HORSES, MALICIOUS PROGRAM ATTACKS, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE, ANY ITEM, SMART CONTRACT OR NFT; (VI) ACTS OF GOD, FLOOD, DROUGHT, EARTHQUAKE OR OTHER NATURAL DISASTER; (VII) EPIDEMIC OR PANDEMIC; (VIII) TERROIST ATTACK, CIVIL WAR, CIVIL COMMOTION OR RIOTS, WAR, THREAT OR PREPARATION FOR WAR, ARMED

CONFLICT, IMPOSITION OF SANCTIONS, EMBARGO, OR BREAKING OFF OF DIPLOMATIC RELATIONS; (IX) CHANGE OF BUSINESS PLAN OR ANY ACTIONS TAKEN BY US RELATING TO THE SITE OR ANY ITEM OR SMART CONTRACT OR NFT IN ORDER TO COMPLY WITH ANY LAW OR ANY ACTION TAKEN BY A GOVERNMENT OR PUBLIC AUTHORITY; (X) INTERRUPTION OR FAILURE OF UTILITY SERVICE, POWER FAILURES, SYSTEM INSTABILITY, SYSTEM OR EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES; (XI) NON-PERFORMANCE OR DEFECTS CREATED BY THIRD PARTY SERVICE PROVIDERS; AND (XII) OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND THESE TERMS.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER OF THE BLOCKCHAIN. WE CANNOT AND DO NOT GUARANTEE THAT AN NFT WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL AN NFT PURCHASED AS PART OF A COLLECTIBLE ON THE SITE OR OTHERWISE.

NOTHING HEREIN SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR FRAUD, DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, VIOLATION OF LAWS, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER THE APPLICABLE LAW.

5.2 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WE, OUR AFFILIATES AND OUR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SITE, ANY ITEM, SMART CONTRACT OR NFT OR ANY THIRD PARTY SITES OR PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE SITE, ANY ITEM, SMART CONTRACT OR NFT OR ANY THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF US ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE PURCHASE OF NFT(S)/COLLECTIBLE(S)

ON THE SITE OR OTHERWISE ENGAGEMENT WITH ANY TRANSACTIONS RELATING TO AN NFT OR A COLLECTIBLE EXCEED SG\$100. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF US FOR PERSONAL INJURY CAUSED BY OUR FRAUD, FRAUDULENT MISREPRESENTATION OR NEGLIGENCE.

6. **TERMINATION**

In addition to any other rights and remedies to which we may be entitled under contract, at law or in equity, if you breach any of your obligations under these Terms, your right to display and perform the underlying Item of an NFT and any and all other licences or licence rights that you may have under these Terms will be terminated immediately without any requirement of notice. Upon termination of your licences or licence rights you will immediately cease all use of any Item. We may disable functionality for the affected Item, prohibit any platform or service from retrieving or rendering any such Item in connection with the services they provide and take any other steps to prevent unauthorised use of any Item. We 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.

7. **INDEMNIFICATION**

To the fullest extent permitted by the applicable law, you agree to indemnify, defend, and hold harmless us and our affiliates from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to these Terms or your purchase of NFT(s)/Collectible(s) through the Site or your otherwise engagement with any transactions relating to an NFT or a Collectible, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort (including negligence), contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arisen out of or related to (a) your purchase of NFT(s)/Collectible(s) through the Site or otherwise engagement with any transactions relating to an NFT or a Collectible, including, without limitation, any act or omission involving any third party in connection with the purchase of any NFT(s)/Collectible(s) or licences or licence rights of any Item; (b) any feedback you provide on the Site or otherwise; (c) your misrepresentation in connection to or your violation of these Terms; (d) your violation of the rights of any third party, including another user of the Site or another owner of an NFT or any Collectible; (e) any breach or non-performance of any covenant or agreement binding on you, including without limitation the Licence Terms as provided in Schedule B (*Licence Terms*); (f) the Minting (via the smart contract or not), purchasing, selling, or trading of an NFT/ a Collectible or licence or licence rights; or (g) any off-chain benefits or transactions in connection with an NFT or a Collectible. You agree to promptly notify us of any third party Claims and cooperate with us and our affiliates in defending such Claims. You further agree that we and/or our affiliates shall have control of the defence or settlement of any Claims.

8. **TRANSFER, ASSIGNMENT AND DELEGATION**

You may not assign, transfer or delegate any of your rights or obligations under these Terms without our prior written consent, including any right or obligation related to the enforcement of laws or the change of control. We may assign, transfer or delegate any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

9. SEVERABILITY

If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision under any applicable laws shall not affect the other provisions of these Terms under such applicable law and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect under the relevant laws. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under the applicable law.

10. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties regarding their subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and terms relating to the same subject matter (whether oral or in writing, express or implied). Each party acknowledges that in agreeing to these Terms it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

11. WAIVER

The rights, interests, powers or remedies under these Terms may not be waived in whole or in part except in writing by the party having such rights, interests, powers or remedies. The delay of enforcement or the non-enforcement of any provision of these Terms by any party shall not be construed as a waiver of such party in connection with such enforcement and no right, interest, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, interest, power or remedy available to that party and each such right, interest, power or remedy shall be cumulative.

12. THIRD PARTY RIGHTS

Other than our affiliates, a person who is not a party to these Terms has no right to enforce any of these Terms.

13. SURVIVAL

You agree and understand that all provisions herein shall survive the termination or expiration of these Terms.

14. GOVERNING LAW

These Terms are governed by and shall be construed in accordance with the laws of the Republic of Singapore ("**Singapore**") without regard to any choice or conflict of laws rules.

15. DISPUTE RESOLUTION

15.1 Arbitration

Subject to clause 15.2, any dispute, controversy, claim or difference of any kind whatsoever arising out of, relating to or in connection with these Terms, including the existence, validity, interpretation, performance, breach or termination thereof, the validity, scope and enforceability of this arbitration provision and any dispute regarding non-contractual obligations arising out of or relating to it (each, a "**Dispute**"), shall be referred to arbitration upon the demand of either party to the dispute with notice (the "**Arbitration Notice**") to the other party (parties).

The Dispute shall be settled and finally resolved by arbitration administered by the Singapore International Arbitration Centre (the "**SIAC**") in accordance with the Arbitration Rules of Singapore International Arbitration Centre (the "**SIAC Rules**") in force when the Arbitration Notice is submitted in accordance with the SIAC Rules, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The number of arbitrators shall be three (3). The claimants in the Dispute shall nominate one (1) arbitrator, the respondents in the Dispute shall nominate one (1) arbitrator, and the two (2) arbitrators shall jointly select the third (3rd) arbitrator who shall act as the presiding arbitrator of the arbitration tribunal.

The award of the arbitral tribunal shall be final and binding upon the parties to the Dispute, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

During the course of the arbitral tribunal's adjudication of the Dispute, these Terms shall continue to be performed except with respect to the part in dispute and under arbitration.

15.2 Waiver of Class or Consolidated Actions.

ALL DISPUTE WITHIN THE SCOPE OF THE ARBITRATION MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. IF A DECISION IS ISSUED STATING THAT THE APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS CLAUSE 15.2'S LIMITATIONS AS TO A GIVEN CLAIM FOR RELIEF, THEN THE CLAIM MUST BE SEVERED FROM THE ARBITRATION AND BROUGHT INTO THE COURTS OF THE REPUBLIC OF SINGAPORE.

Schedule A

Details of Collectible and Purchase Process (Cheers Up)

Each Collectible is a product of the [Cheers Up Project] ("**Cheers Up**"), created by Base Labs and launched through the Site, under which a collection consists of 10,000 Collectibles are issued.

In Cheers Up, an Item is a digital character, which we call a "[Cheers][Cheers Up]". Cheers Up are programmatically generated characters, each with an amazing and unique design. The underlying smart contract has total control over the pseudo-random elements of the generation process of the Items, which means that we cannot manipulate or influence the process.

So far, Ethereum network is the only Blockchain used in Cheers Up for the NFT Minting.

Stage 0 (prior to purchase)

The purchase price (the "**Purchase Price**") and the relevant transaction fees for Minting of NFT(s) on the relevant Blockchain (the "**Gas Fee**") for a Collectible and other information regarding the Collectible will be displayed on the Site at the point of sale.

Each Collectible displayed on the Site and ready for sale consists of: a licence right with respect to the first stage smart contract (together with the second stage smart contract referred to in Stage 1 below, the "**Smart Contract**") deployed by us and a licence right with respect to an unrevealed Item, the details of such licence rights are provided in Schedule B (*Licence Terms*).

Stage 1 (purchase)

To make a purchase, you will need to connect a Supported Digital Wallet to your account at the Site.

If you want to purchase certain Collectible, you may make the purchase by clicking the corresponding "Mint" button at the point of sale. You will then be prompted by that Supported Digital Wallet to pay the Purchase Price to us and the Gas Fee into the Smart Contract.

Concurrent to the purchase, triggered by your clicking of the corresponding "Mint" button at the point of sale, the Smart Contract will automatically operate its first stage, paying the Gas Fee and Minting a NFT (the "**Initial NFT**") on the Blockchain, representing the ownership of such NFT and a licence with respect the unrevealed Item, the details are provided in Schedule B (*Licence Terms*).

After the purchase, you will obtain the ownership of the Initial NFT, a licence with respect to the Smart Contract (now becomes a second stage Smart Contract) and a licence right with respect the unrevealed Item, the details of such licence and licence right are provided in Schedule B (*Licence Terms*). The Initial NFT will be stored in your Supported Digital Wallet.

After the purchase, the Collectible consists of: an Initial NFT, a licence with respect to the Smart Contract, and a licence right with respect the unrevealed Item, the details of such licence and

licence right are provided in Schedule B (*Licence Terms*).

Stage 2 (Item revealing)

After the purchase, you may choose to reveal the Item.

To reveal the Item, you will need to connect your Supported Digital Wallet containing the Initial NFT to your account at the Site.

You may initiate the second stage of the Smart Contract on your own by clicking the corresponding "Reveal Now" button of that Initial NFT appears in the Supported Digital Wallet. The automatic operation of the second stage of the Smart Contract will pay the Gas Fee and Mint the unrevealed Item and the Initial NFT as a new NFT (the "**Ultimate NFT**") on the Blockchain, representing the ownership of the Ultimate NFT and a licence with respect to the revealed Item, the details of which are provided in Schedule B (*Licence Terms*). The Initial NFT will be removed from and the Ultimate NFT will be stored in your Supported Digital Wallet, and the Item is then revealed.

After the Item revealing, your licence with respect to the Smart Contract terminates, and you will obtain: the ownership of an Ultimate NFT and a licence with respect to the revealed Item, the details of the licence are provided in Schedule B (*Licence Terms*).

After the Item revealing, the Collectible consists of: an Ultimate NFT and a licence with respect to the revealed Item, the details of the licence are provided in Schedule B (*Licence Terms*).

Schedule B

Licence Terms

1. Licence and Licence Rights

Stage 0 (before purchase)

(a) Smart Contract Licence Right:

A right that the Smart Contract Licence (as defined below) will be granted to you once you have purchased the Collectible.

The licence with respect to the Smart Contract (the "**Smart Contract Licence**") is a worldwide, limited, personal, non-exclusive, transferable, one-time licence to use the Smart Contract.

(b) Item Licence Right:

A right that the Item Licence (as defined below) will be granted to you once you have revealed the Item via the Smart Contract.

The licence with respect to the Item (the "**Item Licence**") is a worldwide, limited, personal, non-exclusive, transferable, licence to:

- (i) use, copy and display the Item for personal uses and the Permitted Commercial Purposes (as defined below); and;
- (ii) copy and modify the Item (as modified, the "**Modified Item**") for personal and non-commercial use; and
- (iii) display and perform the Modified Item for personal and non-commercial use.

Stage 1 (purchase)

(a) Smart Contract Licence:

After you have purchased the Collectible, we will grant you the Smart Contract Licence.

After the automatic operation of the first stage of the Smart Contract, the Smart Contract Licence becomes the Smart Contract Licence with respect to the second stage of the Smart Contract only.

(b) Item Licence Right:

After you have purchased the Collectible, we will grant you a right that the Item Licence will be granted to you once you have revealed the Item via the Smart Contract.

Stage 2 (Item revealing)

(a) Smart Contract Licence Terminates

After the Item revealing, the Smart Contract Licence terminates.

(b) Item Licence

After the Item revealing, we will grant you the Item Licence.

2. Licences attached to NFT

The Smart Contract Licence, the Item Licence right, and the Item Licence are granted to the owner of the relevant NFT and may only be transferred together with the ownership of the NFT. If a licensee of the Smart Contract Licence or a licensee of the Item Licence or a right holder of the Item Licence right transfers the ownership of the relevant NFT to a third party, such Smart Contract Licence or Item Licence or Item Licence right will be transferred to such third party, and such third party becomes the new licensee of the Smart Contract or the new licensee of the Item Licence or the new right holder of the Item Licence right.

3. Permitted Commercial Purposes

Pursuant to the terms of the Item Licence, an NFT owner may use the underlying Item for the following Permitted Commercial Purposes:

- (a) During the period it/he/she owns an NFT, such NFT owner shall have the right to use the underlying Item of that NFT to produce, sell and advertise certain physical ancillary/accessory products (consisting of [stationary, tools, toys, clothes and other small products]) bearing the image of such underlying Item (the "**Ancillary/Accessory Products**"). //CN: 持有NFT期间, 持有人有权使用本NFT制作、销售并宣传实体周边。
 - (i) Following the transfer of an NFT by an NFT owner, such NFT owner shall not produce, sell and advertise any new Ancillary/Accessory Products, however it may continue to sell the remaining inventory of the Ancillary/Accessory Products within one (1) calendar month following the date of such transfer. //CN: 持有人转让NFT后不得再新增印制实体周边, 但是可以在转让后1个自然月内继续销售库存。
 - (ii) The underlying Item of an NFT printed or replicated on the Ancillary/Accessory Products shall be in its original and complete form without any form of modification (except for resizing or ratio adjusting of such Underlying Item). //CN: 实体周边上印制或复制的NFT应完整且不经任何修改 (等比例调整图像尺寸除外) 。
 - (iii) The quality of the Ancillary/[Accessory Products shall comply with the relevant laws and regulations, national standards, industry standards and/or any other specific requirements as requested by any relevant person/entity that owns any intellectual property rights of the underlying Item (an "**IP Owner**"). Save for the ownership of the underlying intellectual property rights of the Item, these Ancillary/Accessory Products (including its production, sale and advertisement) are not in any way connected with Base Labs, CryptoNatty Pte. Ltd. or any other IP Owner. Any disputes, losses and liabilities arising from the Ancillary/Accessory Products shall be borne by the relevant NFT owner on its/his/her own. //CN: 实体周边的质量应符合相关法律法规、国家标准、行业标准及/或NFT权利人提出的特别要求 (如有) , 因实体周边产生的一切纠纷、损失及责任均由持有人自行承担。
- (b) During the period it/he/she owns an NFT, such NFT owner shall have the right to use the underlying Item of that NFT for commercial purposes on the internet ("**Online Commercial Uses**"). //CN: 持有NFT期间, 持有人有权在互联网中以商业目的使用本NFT。
 - (i) Following the transfer of an NFT by the NFT owner, such NFT owner shall not use the underlying Item of that NFT for any Online Commercial Uses. //CN: 持有人转让NFT后不

得开展新的线上商业使用。除NFT页面另有约定外，线上商业使用不包括单独转让、许可NFT开放的权益。

- (ii) The underlying Item of an NFT shall remain in its original and complete form without any form of modification (i.e. the expression of such underlying Item shall not be modified so to become a derivative work, except for (1) resizing or ratio adjusting of such underlying Item and (2) using such underlying Item in whole or in part without modifying its expression). An NFT owner must not use any underlying Item or an NFT to create or attempt to create any new cryptographic token by whatever means. //CN: **NFT应完整且不经任何修改**（即不得改变本NFT表达形成演绎作品，但是等比例调整图像尺寸等在不改动数字藏品表达的情况下全部或部分利用NFT的除外），持有人不得基于本NFT在任何渠道以任何形式生成新的NFT。
- (iii) Online Commercial Uses shall comply with the relevant laws and regulations, national policies, rules and regulations of communication platforms and/or any other specific requirements as requested by us, as the owner of the underlying Item and such uses will not violate the public interest or public morality of the society, and/or the legal rights and interests of a third party. Save for the ownership of the underlying intellectual property rights of the Item, these Online Commercial Uses are not in any way connected with Base Labs, CryptoNatty Pte. Ltd. or any other IP Owner. Any disputes, losses and liabilities arising from the Online Commercial Uses shall be borne by the relevant NFT owner on its/his/her own. //CN: 线上商业使用应符合相关法律法规、国家政策、传播平台规则及/或NFT权利人提出的特别要求（如有），不得有损社会公序良俗或第三方的合法权益，因线上商业使用产生的一切纠纷、损失及责任均由持有人自行承担。

((a) and (b) collectively, the "**Permitted Commercial Purposes**")

4. **Modified Item**

- (a) For any Modified Item, the person who has modified the Item (the "**Modifier**") will own the copyright in any newly created works of authorship created by the Modifier, subject to our ownership of the underlying Item and any copyright or other intellectual property right therein. To the extent that a Modified Item continues to incorporate or include any Item or is otherwise a derivative work of any Item, the Modifier shall not use the Modified Item other than as expressly authorised in these Terms. Other than the copyright of the Modifier as described in the preceding sentence, the Modifier will not have, and shall not assert or seek to register or obtain, any trademark or other intellectual or proprietary right in any Item or Modified Item.
- (b) You understand that we and our affiliates will continue to further modify and develop on any Item and may create works of authorship similar or identical to any Modified Item created by you. On behalf of yourself and your heirs, successors and assigns, you irrevocably and perpetually covenant and agree not to file or assert before any court or other government tribunal or authority, any claim, counterclaim, demand, action, suit or other proceeding alleging or asserting direct or indirect infringement or misappropriation of any copyright or other intellectual property right that you may have in any Modified Item against:
 - (i) us or any of our affiliates or their respective shareholders, directors, officers, employees, contractors, representatives, agents, licencees, distributors, resellers, or business partners;
 - (ii) any customers of any of the foregoing, or
 - (iii) any successor or assign of any of the foregoing.

5. Prohibition

- (a) Paragraphs 1 to 4 above sets forth all of your licences and/or licence rights under these Terms with respect to any Smart Contract or Item.
- (b) There are no other licences and/or licence rights, whether express or implied, with respect to any Smart Contract, Item, Modified Item or any derivative works thereof, and no licences and/or licence rights are granted under any patent, trademark, trade secret or other intellectual property or proprietary right other than any copyright owned or controlled by Base Labs. This is true even if exercise of any licence and/or licence right granted herein would be prevented, frustrated or impaired without such licence and/or licence right.
- (c) Without limiting the foregoing, the licences or licence rights granted herein do not grant you the right to, and you will not authorise, permit or assist any third party to:
 - (i) grant any sublicense of any of the licences and licence rights herein;
 - (ii) delete, remove or obscure any trademark notice, copyright notice or other intellectual property notice in any Smart Contract or Item;
 - (iii) whilst using the underlying Item of an NFT for the Permitted Commercial Purposes, without the written consent/authorisation from Base Labs, CryptoNatty Pte. Ltd. and/or the relevant IP owner, (1) through any channel or media (including but not limited to its/his/her own media channel) refer to, mention or make use of the brand and image of any of the aforesaid entities. The brand and image as described herein shall include but not limited to the trademarks, trading names, brand names and/or logos of each of "Base Labs", "CryptoNatty", "Cheers Up", other cooperation partner or the relevant IP owner, or (2) indirectly use any brand and image of any of the aforesaid entities to carry out any promotion; //CN: 在商业性使用本NFT时, 未经NFT权利人、Baselabs或CryptoNatty书面同意, 通过任何渠道或媒体 (包括但不限于自媒体等), 擅自携带、提及或利用前述主体的品牌字样 (包括但不限于Baselabs、CryptoNatty、CheersUP或者其他合作方、权利方的商标、商号、品牌、logo等), 或间接利用前述主体的品牌进行推广。
 - (iv) exercise any licence and/or licence rights herein to create, endorse, support, promote or condone any content, material or speech that is defamatory, obscene, pornographic, indecent, abusive, offensive, harassing, violent, hateful, racist, discriminatory, inflammatory or otherwise objectionable or inappropriate as determined by Base Labs at its discretion;
 - (v) reverse engineer, decompile or attempt to discover the source code for any Smart Contract, NFT or Item except to the extent that the applicable law permits you to do so notwithstanding this prohibition;
 - (vi) create, sell or attempt to create or sell, fractionalised interests in any NFT or Collectible or the licence or licence rights granted pursuant to these Terms for any Smart Contract or Item;
 - (vii) separate, unlink or decouple the Item from the relevant NFT or Collectible;
 - (viii) use any Item or Modified Item to create, sell or attempt to create or sell any new cryptographic token; or
 - (ix) use any Item or Modified Item in any manner not expressly authorised herein or exercise any licence or licence rights herein in any manner that violates the applicable law.

6. Base Labs

Base Labs, CryptoNatty Pte. Ltd. and/or any other IP Owner are the proprietary owner of all the Smart Contracts and Items. Unless specially granted, Base Labs, CryptoNatty Pte. Ltd. and/or any

other IP Owner retain all right, title and interest in any Smart Contract or Item and all copyright or other intellectual property rights in any Smart Contract or Item.