

NFT PURCHASE AGREEMENT

concluded pursuant to Section 2079 et seq. of Act No. 89/2012 Coll. – the Civil Code, as amended, (hereinafter the "**Agreement**")

by and between the Company and the Customer
(the Company and the Customer are hereinafter referred to collectively as the "**Parties**")

1 PURPOSE AND SUBJECT OF THE AGREEMENT

- 1.1 Upon sending the Order Form, the Customer is interested in purchasing an NFT (a bid-limited digital content represented as a token, the so-called *non-fungible token*) issued (minted) in the Cardano network or other network of a similar type (hereinafter referred to as the "**NFT**") and represents that he/she has been acquainted with the Company's General Terms and Conditions (hereinafter referred to as the "**GTC**") and the binding NFT purchase conditions stipulated hereby and understands their wording. All terms and definitions used herein are based on the concepts and rules laid down in the GTC, and this Agreement only specifies them in more detail.
- 1.2 The Company hereby sells the selected NFTs to the Customer, and the Customer buys and takes exclusive ownership of such NFTs.

2 PRICE

- 2.1 The price of individual NFTs listed on the Website is final and includes any and all fees and taxes, excluding any fees that may be associated with certain variants of payment of the price.
- 2.2 After sending the Order, the Customer shall pay the price of the selected NFT in bitcoins (BTC). The price in BTC shall be determined at the EUR to BTC exchange rate at the time of sending the Order. Upon sending the Order, the Customer shall be redirected to the payment gateway and make the payment in accordance with the GTC.
- 2.3 The Company may also accept payment of the price in another Cryptocurrency or Fiat currency on the Website, in which case the Customer can become acquainted with the variants of payment of the price before sending the Order Form.

3 NFT DELIVERY

- 3.1 The purchased NFT shall be delivered to the Customer without undue delay after payment of the price, namely to the Customer's account on the website wexopay.com. If the Customer has no account opened on the website wexopay.com at the time of payment, the Company undertakes to ensure the delivery of the purchased NFT to the Customer's account without undue delay, after the Customer opens such account and informs the Company of such fact.
- 3.2 The purchased NFT may be sent to the Customer from the Cryptocurrency wallet of the Company, the related company UPDN ONE s.r.o. or other third parties cooperating with the Company.
- 3.3 Title and risk of damage to the NFT shall pass to the Customer once the NFT is sent to the Customer.

4 NATURE OF NFT

- 4.1 The Customer is aware that any action in respect of the NFT or Cryptocurrencies is of a high-risk nature, neither the NFT nor the Cryptocurrencies are a regulated and centralised instrument the value of which is insured, and a change in their value

depends entirely on the actions of other private individuals. The Customer understands that the usability and transferability of the NFTs depends on market developments and there is no guarantee that the NFTs will retain these features in the future.

- 4.2 The Customer is aware of the fact that the value of NFTs may decrease (even to zero) or increase without the Company being able to influence their value in any way. The Company shall not be responsible for the development of the value of the NFTs. The Company does not in any way guarantee the transferability and tradability of the NFTs.
- 4.3 The Customer acknowledges that business activities related to the NFTs, Cryptocurrencies and blockchain technology are analysed in detail by public authorities and the legislation applicable to such activities may change significantly. Such a change may also affect the Company's operations in the future. In such a case, it may be necessary for the Company to make the necessary changes in its operations. The Company shall not be liable for any kind of damage that may be incurred by the Customer as a result of such changes.
- 4.4 Prior to concluding the Agreement, the Customer shall obtain sufficient information about the NFTs, Cryptocurrencies, blockchain technology and the offered NFT to make sure that the selected NFT is suitable for him/her and corresponds to his/her financial situation. The Customer is aware that NFTs are minted (issued) in the Cardano network, unless otherwise stated for individual NFTs.
- 4.5 The Customer hereby accepts any and all risks associated with the NFTs, Cryptocurrencies and blockchain technology. The Company shall not be liable for any inappropriate choice of the NFT and whether or not the NFT serves its intended purpose, meets the Customer's requirements and expectations, is further usable, and transferable and especially whether the NFT retains its value.

5 WITHDRAWAL

The Customer who is a Consumer under the Civil Code acknowledges that he/she may not withdraw from the Agreement within the general period of fourteen (14) days from the date of the conclusion of the Agreement also due to the fact that the NFT constitutes, under Section 1837(b) of the Civil Code, the goods the price of which depends on fluctuations in the financial market independently of an entrepreneur's will and which may occur during the period of withdrawal from the Agreement.

6 FINAL PROVISIONS

- 6.1 The Agreement shall come into force and effect in accordance with the GTC.
- 6.2 The Agreement includes the GTC published on the Website and the contents of the Order Form.
- 6.3 The wording of the Agreement and the GTC may be unilaterally changed by the Company. The Customer shall be informed about any changes to and new wording of the Agreement or the GTC via the Website. The new wording of the Agreement or the GTC shall become effective upon their publication on the Website and be binding on the Customer with each subsequent Order placed after their publication. Any rights and obligations established during the effective period of the previous wording of the Agreement or the GTC shall remain unaffected thereby.
- 6.4 The Parties declare that they have read and agree to the contents of the Agreement without reservation, and the Customer confirms his/her agreement thereto by binding acceptance in the Order Form.