

## NFT LICENSE AGREEMENT

concluded in minting date by Minter, hereinafter referred to as the "Agreement", between:

**GGDAB LTD** settled on 7 Bell Yard, London, England, WC2A Company number 12314241-company during incorporation established in U.K. jurisdiction.

**And**

Minter – blockchain transfer maker who by mint NFT sign this agreement as minting NFT. Hereinafter referred to as "Minter" hereinafter referred to individually as "the Parties" and collectively as "the Parties".

### Definitions and interpretation

The Parties hereby declare that the terms indicated in the Agreement shall be understood as defined below:

AML	a document setting out <b>the anti-money laundering procedure</b> set out in a separate document
Metamask Wallet (ETH)	means a type of virtual wallet that is an application of Metamask that provides access to blockchain platforms as Polygon, BSC, Binance Chain and Ethereum
Connect Wallet (ETH)	means a type of virtual wallet that is an application of Wallet Connect that provides access to blockchain platforms as Polygon, BSC, Binance Chain and Ethereum
GGDAB LTD's website	means <a href="https://mint.ggdab.com">https://mint.ggdab.com</a>
Digital Wallet	means a financial transaction application that securely stores payment information and passwords

Polygon	is a decentralized blockchain platform that creates a peer-to-peer network in which application code, <b>called smart contract</b> , is securely executed and verified
KYC procedure	means the diligence procedure carried out by GGDAB to identify the Minter's details, confirm their reliability and obtain the Minter's information needed to enter into a token license agreement in accordance with the applicable law
WhitePaper	means the document setting out the essentials, conditions of the GGDAB Project on this website <a href="https://ggdab.com/whitepaper/">https://ggdab.com/whitepaper/</a>
Mint	process of receiving NFT via blockchain transaction. The term "mint" is used for the purpose of simplifying terminology only and in no way defines or compares an NFT with cash or any type of financial asset, product or instrument
Services	means the services provided by the GGDAB LTD to the Minter, as a holder of NFT, licensed
"Profit+" NFT (NFT)	means a unique Polygon blockchain-tracked, non-fungible token that represent pieces of programmable arts, originally created by GGDAB LTD NFT tokens are not asset tokens, security tokens or equity tokens within the meaning of European and U.K. law and other legal systems.
GGDAB Project or platform	Platform Day of Duel describet on website
GGDAB DAO	decentralized autonomous organization to which access is given by the NFT purchased on the website <a href="https://mint.ggdab.com">https://mint.ggdab.com</a>

**IMPORTANT INFORMATION: PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY.**

The Agreement and offer of NFT herein have not been registered or qualified under the securities laws of any jurisdiction anywhere in the World. Accordingly, this offer is only made in jurisdictions where such registration or qualification is not required.

You will not be entitled, as a holder of NFT, to receive dividends or vote as a shareholder or be deemed a shareholder of the Company or **GGDAB LTD or any company** for any other purpose, nor will anything contained herein be construed to confer upon you, as such, any of the rights of a shareholder or any right to vote for the election of directors or upon any matter submitted to the board of directors at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of or attend shareholder or board meetings, or to receive subscription rights or otherwise.

**Mint are Final.** There shall be no refunds available hereunder. ALL MINTS ARE FINAL.

**Right of Recall.** Company reserves the right to recall any NFT mint, and void this Agreement due to regulatory restrictions, legal changes, or other regulatory policies affecting the mint of The NFT to any particular token Minters.

**NFT:**

- a. **Purpose:** MINT of the NFT will provide Minter with access to the NFT. Utility can change due to regulatory restrictions, legal changes, or other regulatory policies. Although NFT may be tradable at some future date, they are not themselves an investment, currency, security, commodity, a swap on a currency, security or commodity or any other kind of financial instrument.
- b. **Company's Use of Proceeds:** Minter acknowledges and understands that the proceeds from the sale of the NFT may be utilized by GGDAB in its sole discretion including the minter of a license to use Tokens in the GG DAB Project.
- c. **Issuance:** the NFT will be issued to the Minter by the Company after the Mint automatically.

**Representations by the Parties**

**The GGDAB LTD. represents that:**

- 1 GGDAB LTD Company is a company duly organized, company established in U.K. jurisdiction under the laws of U.K., and the Company has a license agreement to the utility of the NFT in GGDAB Project
- 2 The execution, delivery and performance by the GGDAB. of NFT is within the power of the Company.
- 3 To the knowledge of the GGDAB LTD, mint of NFT do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the GGDAB LTD; (ii) result in the acceleration of any material indenture or contract to which the GGDAB LTD. is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the GG DAB LTD. or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the GGDAB LTD, its business or operations.
- 4 No consents or approvals are required in connection with the performance of this instrument, other than: (i) the GGDAB LTD corporate approvals; and (ii) any qualifications or filings under applicable securities laws.
- 5 THE GGDAB LTD. MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE NFT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, MINTER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.
- 6 GGDAB LTD. created NFT which will be ultimately based on the GGDAB platform.
- 7 The GGDAB LTD is not a broker, financial institution or creditor.

**The Minter declares that:**

1. Minter is not a citizen of, natural and legal person, having a habitual residence, location or their seat of incorporation in any country or territory where transactions with digital NFT tokens are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after this Agreement becomes effective.

2. Minter represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the purchase and ownership of the NFT.
3. The Minter understands that the NFT involve risks, all of which the Minter fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the NFT will not function as intended; (ii) GGDAB Project will not be completed; (iii) GGDAB with the NFT will fail to attract sufficient interest from key stakeholders; and (iv) the GGDAB. and/or the NFT Project may be subject to investigation and punitive actions from Governmental Authorities. The Minter understands and expressly accepts that the NFT will be created and delivered to the Minter at the sole risk of the Minter on an "AS IS" and "UNDER DEVELOPMENT" basis. The Minter understands and expressly accepts that the Minter has not relied on any representations or warranties made by the GGDAB LTD. outside of this Agreement, including, but not limited to, conversations of any kind, whether through oral or electronic communication. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, THE MINTER ASSUMES ALL RISK AND LIABILITY FOR

THE RESULTS OBTAINED BY THE USE OF ANY NFT AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE GGDAB and both companies employees, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE NFT.

4. The Minter understands that Minter bears sole responsibility for any taxes as a result of the matters and transactions the subject of this Agreement, and any future acquisition, ownership, use, sale or other disposition of The NFT held by the Minter. To the extent permitted by law, the Minter agrees to indemnify, defend and hold the GGDAB LTD. or any of its affiliates, CEO, management of the company employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of the Company that result from the issuance of NFT to the Minter associated with or arising from the Minter's mint of the NFT hereunder, or the use or ownership of NFT.
5. Minter has carefully reviewed, acknowledges, understands and assumes the following risks which could render The NFT worthless or of little value:
6. The Minter as NFT owner has no and never will have rights to GGDAB S.A. revenues or profits
7. it has full authority to conclude and perform this Agreement and there are no circumstances preventing its conclusion or performance, in particular no third party consents to conclude the Agreement are required;
8. is aware of the content of the concluded Agreement,
9. is aware that the content of the Whitepaper Whitepaper may change during the term of the Agreement and accepts this fact. The Minter also states that

- it acknowledges that a change in the content of the Whitepaper does not constitute an amendment to this Agreement;
10. is aware that transfers on blockchain are irreversible;
  11. is aware that owning a NFT is similar to owning a piece of art. Minter own a cryptographic token representing the artist's creative artwork as a piece of property, but Minter does not own the creative Artwork itself;
  12. has experience in the blockchain industry, is aware of and accepts the risks associated with the assets recorded on the blockchain, including the Minter declares that he is aware of the risk of non-viability of transactions by events for which the GGDAB LTD is not at fault, is aware
  13. is aware that the NFT claimed by the Minter is non-refundable and is not a common currency and is not exchangeable for fiat currency;
  14. is aware that NFT does not confer any corporate power to make decisions about GGDAB LTD
  15. is aware that the GGDAB LTD. does not provide any guarantee of return on investment, NFT exchange on the secondary market and that there is no standard for NFT valuation;
  16. understands that the value of NFT on the secondary market may fall or rise, and that the decision to enter into the Agreement is driven by a desire to benefit from NFT in the GGDAB LTD and is not driven by the potential profitability of the investment;
  17. has complied with all regulatory requirements in the jurisdiction to which it is subject, in particular to comply with all regulatory requirements imposed on the Minter in connection with its willingness to enter into the Agreement;
  18. accepts that GGDAB LTD. shall only be liable for damage caused in connection with the performance of this Agreement through willful misconduct. The Minter represents that it shall not make any claims for damages against the GGDAB LTD within the scope of this Agreement, except for the Minter's claims against the GGDAB LTD. for damage caused by GGDAB LTD through willful misconduct;
  19. The Minter warrants and represents that he/she is not personally or through related entities subject to any restrictions on the purchase of NFT, in particular he/she and his/her related entities do not conduct business in countries of heightened monitoring (FATF - Jurisdiction under Increased Monitoring, [www.fatf-gafi.org](http://www.fatf-gafi.org).) or in countries where the offer or purchase of NFT is prohibited or subject to regulations on the acquisition of securities. The GGDAB LTD. reserves the right to carry out a verification procedure in accordance with the internal AML/KYC policy available on the website in order to prevent the purchase of NFT by citizens or entities operating in the countries indicated in this section of the agreement (18).
  20. Minter warrants that the NFTs purchased under the Agreement will not be registered in the U.S., or other countries designated in Section. 18 as securities. Minter warrants that it will not engage in any transactions in the NFTs or other entitlements under this Agreement that could be considered an offering or trading in securities in the U.S., or other countries designated in Section 18 above.

21. The Minter is not a citizen of a country where the use of cryptocurrencies is prohibited;
22. The Minter acknowledges and agrees that there are numerous risks associated with purchasing, holding, and using NFTs;
23. The Minter expressly acknowledges and assumes the following risks:
  24. risk of losing access to tokens due to loss of private key(s), custodial error or Minter error.
    - a) risk of hacking and security weaknesses.
    - b) risk of uninsured losses.
    - c) risks associated with markets for tokens.
    - d) risks arising from taxation.
    - e) risk of dissolution of the GGDAB LTD. And or GGDAB Project
    - f) all other unanticipated risks.
    - g) undo or end license to GGDAB LTD. Owner of GGDAB Project and future owner of Platform technology.

## **RISKS**

- 1 Rights, Functionality and Features: Mint of the NFT does not guarantee that The GGDAB Project will be launched or that the development will be finished or that NFT will be adopted and implemented under license to GGDAB LTD
- 2 Ability to Transact or Resell: Minter may be unable to sell or otherwise transact in the NFT at any time, or for the price Minter minted NFT. Minter acknowledges, understands and agrees that:
  - a. The NFT may have no value;
  - b. there is no guarantee or representation of liquidity for NFT;
  - c. the Parties are not and shall not be responsible for or liable for the market value of the NFT, the transferability and/or liquidity of NFT and/or the availability of any market for NFT through third parties or otherwise.
- 3 NFT Security: Hackers or other malicious groups or organizations may attempt to interfere with the Network or NFT in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensusbased attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the blockchain rests on open source software and NFT are based on open source software, there is the risk that blockchain-based smart

contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect NFT or result in the loss of Minters's NFT, the loss of Minters's ability to access or control Minters's NFT. In the event of such a software bug or weakness, there may be no remedy and holders of NFT are not guaranteed any remedy, refund or compensation.

- 4 Access to Private Keys: The NFT minted by Minter may be held by Minter in Minter's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Minter's digital wallet or vault storing NFT will result in the loss of such the NFT, access to Minter's Wallet balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to the such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Minter uses, may be able to misappropriate Minter's Tokens. The GGDAB LTD is not responsible for any of such losses.
- 5 New Technology: NFT and all of the matters set forth in the Pitch Deck or Whitepaper or GGDAB Project are new and untested. The NFT Project might not be capable of completion, implementation or adoption. Even if the NFT Project is completed, implemented and adopted, it might not function as intended, and NFT may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the NFT and/or their utility may become outdated or changed.
- 6 Reliance on Third-Parties: Even if completed, the NFT Project will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on NFT.
- 7 Risk of Uninsured Loss: NFT are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by Company, to offer recourse to you.
- 8 Taxes: The tax characterization of NFT is uncertain. You must seek your own tax advice in connection with purchasing NFT, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.
- 9 Exchange Risk: The GGDAB LTD company intends to use the proceeds from selling NFT to fund the maintenance of NFT licenses and marketing



campaigns. The proceeds of the NFT mint may be received in different forms of value, both fiat and cryptographic. If these forms of value fluctuate unfavorably during or after the mint period, the Company may not be able to fund pay for licenses to the GGDAB Project owners.

- 10 Project Completion: The development of the GGDAB Project and NFT Project may be abandoned for a number of reasons, including, but not limited to, lack of interest from the public, lack of funding, lack of commercial success or prospects, or departure of key personnel.
- 11 Lack of Interest: Even if The GGDAB Project is finished and NFT adopted, the ongoing success of NFT Project relies on the interest and participation of third parties like developers. There can be no assurance or guarantee that there will be sufficient interest or participation in NFT and GGDAB Project.
- 12 Risk of Government Action: As noted above, the industry in which GGDAB Ltd Company operations is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine the operations of GGDAB Ltd Company and/or pursue enforcement actions against GGDAB Ltd. Company. Such governmental activities may or may not be the result of targeting GGDAB Ltd. Company in particular. All of this may subject GGDAB LTD Company to judgments, settlements, fines or penalties, or cause GGDAB LTD Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm GGDAB LTD Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the NFT and/or the development of The GGDAB Project. Also owner of GGDAB Project can revoke licenses purchased by GGDAB LTD. at any time and without giving any reason. for which GGDAB LTD. cannot apply for any compensation or reimbursement of the paid funds.
- 13 Unanticipated Risks: NFT tokens such as the NFT are a new and untested technology. In addition to the risks included in this Article, there are other risks associated with your mint, holding and use of The NFT, including those that the Company GGDAB LTD cannot anticipate. These unanticipated risks may have a material adverse impact on the NFT and the ongoing viability of GGDAB Project.

#### **LIMITATION OF LIABILITY**

- 1 Limitation of Liability: SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES, OR LOSS OF PROFIT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 2 Damages: The GGDAB LTD The company is not liable for any damages including warrant, tort or other theory, for damages to Minter under this Agreement.
- 3 Force Majeure: Minter understands and agrees that GGDAB LTD shall not be liable and disclaims all liability to Minter in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

#### 6.1 Indemnification:

- a. To the fullest extent permitted by applicable law, Minter will indemnify, defend and hold harmless and reimburse the GGDAB LTD from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by GGDAB LTD arising from or relating to:
  - i. Minter's purchase of NFT; ii. Minter's breach of or violation of this Agreement; iii. Any inaccuracy in any representation or warranty of Minter; iv. Minter's violation of any rights of any other person or entity; and/or
  - v. Any act or omission of Minter that is negligent, unlawful or constitutes willful misconduct.
- b. GGDAB LTD reserves the right to exercise sole control over the defense, at Minter's expense, of any claim subject to indemnification under this Section of the Agreement

Assignment: Minter may not assign its rights and obligations hereunder without the prior written consent of the GGDAB LTD. Any assignment or transfer in violation of this Section will be void.

### **The subject of the Agreement**

1. By concluding this agreement GGDAB LTD grants to the Minter a worldwide, non-exclusive, personal, limited license, solely with respect to the selected NFT(s), to display the artwork associated with NFT(s), privately or publicly,

solely for personal, non-commercial purposes, including on social media platforms, digital galleries, or otherwise on the Internet or in association with an offer to sell or trade the NFT(s). This license does not grant any rights in or to the artwork separate from the associated NFT(s). The Minter doesn't acquire the creative artwork itself. Minter is entitled to show off his/her ownership of collected NFT by displaying and sharing the NFT, but Minter do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the underlying artwork,

2. NFT Mint price shall be denominated in MATIC and can change in time (can be changed by GGDAB LTD or can change because of the cost on blockchain transaction).
3. The Agreement is concluded once the transaction is sent in MATIC to the digital wallet of the GGDAB. in smart contract.
4. NFT(s) will be transferred to the same digital wallet from which the MATIC transfer was made.
5. The Agreement is subject to the Minter successfully passing the KYC procedure, if applicable.

### **NFT characteristics and restrictions**

1. NFTs are intended to be used only:
  - a. to display the NFT(s) privately or publicly, solely for personal, noncommercial purposes, including on social media platforms, digital galleries, or otherwise on the Internet or in association with Minter's offer to sell or trade his/her NFT(s);
  - b. NFT do not provide any benefits in the real or virtual world other than those provided by GGDAB LTD.
  - c. Utility can be freely changed in the pre-mint and post-mint NFT by or GGDAB LTD The Utility of NFT stated in any way including GGDAB Project, Whitepaper or in Pitch Deck is only a possible application and is not a binding declaration of GGDAB LTD. or any other Company.
2. NFTs:
  - a. do not provide Minter with rights of any form with respect to the GGDAB LTD or its revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights except for a share in the DAO treasury
  - b. do not represent any form of loan to the GGDAB LTD
  - c. may only be utilized on the GGDAB Project Platform, is non-refundable and cannot be exchanged for cash (or its equivalent value in any other virtual

currency) or any payment obligation by GGDAB LTD - except for a share in the DAO treasury

- d. does not represent or confer on the Minter any ownership right, shareholding, participation, right, title, or interest of any form with respect to the GGDAB LTD. or any other Companies., enterprise or undertaking, or any of their revenues or assets, including without limitation any right to receive future revenue, dividends, shares, ownership right or stake, share or security, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights or equivalent rights, or intellectual property rights or any other form of participation in or relating to the GGDAB Project Platform, and any service provider of GGDAB Project Platform - except for a share in the DAO treasury
  - e. is not intended to be a representation of currency or money (whether fiat or virtual or any form of electronic money), security, commodity, bond, debt instrument or any other kind of financial instrument or investment;
  - f. is not intended to represent any rights under a contract with the purpose or feigned purpose of securing profit or avoiding loss;
  - g. is not a loan and is not intended to represent a debt owed by any GGDAB LTD and there shall be no expectation of profit or interest income arising in connection therewith;
  - h. does not provide the Minter with any ownership or other interest in GGDAB Project Platform - except for a share in the DAO treasury
  - i. is not any form of financial derivative;
  - j. is not any form of commercial paper or negotiable instrument;
  - k. will not entitle NFT holders to any promise of fees, dividends, revenue, profits or investment returns, nor should there be any such expectation - except for a share in the DAO treasury
  - l. is not any commodity or asset that any person is obliged to redeem or purchase;
  - m. is not for speculative investment.
3. Minter may not, and will not permit any third party to, do or attempt to do any of the following without GGDAB Project express prior written consent in each case: (i) modify the artwork associated with NFT(s) in any way; (ii) use the artwork associated with NFT(s) to advertise, market, or sell any product or service; (iii) use the artwork associated with NFT(s) in connection with malicious, harmful, offensive or obscene images, videos, or other materials or forms of media, including any that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise violate applicable laws or regulations or infringe upon the rights of

others; (iv) use or incorporate the NFT(s) in movies, videos, video games, or any other forms of media for a commercial purpose; (v) trademark, copyright, or seek to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the artwork associated with NFT(s), (viii) falsify, misrepresent, or conceal the authorship of the artwork associated with NFT(s).

## **NFT UTILITY**

1. The **NFT GG Pass** detailed in the whitepaper has:

a/ Lifetime premium access - Lifetime premium access to the Day Of Duel platform. Applies regardless of the expiry of time or resale of the token.

b/ \$300 bonus - to be used on the Day Of Duel platform on a one-off basis.

2. **NFT GG Rev share** detailed in whitepaper has:

- Between 50% and 1% of platform revenue forever allocated to cardholders with DAO participation reservations
- In addition, all Utilities included in the GG Pass.

## **CONSTITUTION GG DAB DAO**

1. The owners of the NFTs that have been named will have membership rights in the decentralised GG DAB community according to the following rules:

a/ Voting:

- Only those cards that have been created by 31.12.2024 will have voting rights in the DAO.
- NFTs minted after 31.12.2024 may have Voting power in the DAO if the DAO decides to do so.
- 1 NFT equals 1 Voting Power, the more NFTs you have the more Voting Power you have
- We increase Voting power for NFT breeding
- We increase Voting power for voting activity
- Anyone can make a proposal for change
- The minimum number of votes for a vote to be valid is 5% of the number of portfolios with Voting Power
- The minimum voting period is 14 days
- 

b/ Treasury:

- If funds are withdrawn from the treasury and the voting requirements are not met, funds will be withdrawn according to the withdrawal threshold

- Treasury payments are governed by their own rules and follow a quota threshold that is set in advance. If the DAO wishes to modify the threshold it will require a proposal for change and then a vote:
- threshold 1 - \$10,000
- The non-voting issue is the percentage of treasury paid out per card regardless of how many pieces of NFT or Voting power the user has.
- The Company declares that it will not buy NFTs to never have a voting majority. The Company declares that it is abstaining from voting on issues of appropriation in Treasury
- In the event that the company starts its operations and funds start to appear in treasury and not all NFTs are sold:
- This will not affect the DAO and in particular Treasury withdrawals - each card has an irrevocable right to one of the 1,800 treasury shares
- Currently, the selected partner to handle Treasury power payments is Stripe. In the event of termination of the contract, inability to cooperate or closure of the partner, the DAO will select a new operator FIAT → Crypto → Treasury.

At any time, GGDAB Ltd. may stop the sale of NFTs, but this does not affect existing holders of NFTs that have been exchanged.

### **Intellectual Property**

1. The GGDAB LTD., as the case may be retains all right, title and interest in all of that entity's intellectual property, including, without limitation, ideas, concepts, discoveries, processes, code, compositions, formulae, methods, techniques, information, data, patents, models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether patentable, copyrightable or protectable in trademark, registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any.

## DISPUTE RESOLUTION

1. Informal Dispute Resolution: Minter and GGDAB LTD shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the Parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by the Court competent for the registered office GGDAB LTD in accordance with UK law.

## Final Provisions

1. **This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, understandings and undertakings. No representation whether made orally or in writing or before or after the execution of this Agreement shall form part of this Agreement or be used in its interpretation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).**
2. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, the provision shall be modified to make it valid and, to the extent possible, effectuate the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
3. This Agreement shall be governed by U.K. law.
4. All rights for NFT may be transferred by GGDAB LTD to a third party. In such an event a third party will step into this agreement instead of GGDAB U.K.
5. Amendments to this Agreement must be made in electronic form under pain of nullity.
6. GGDAB LTD may provide any notice to the Minter under this Agreement by: posting a notice on the GGDAB LTD's website;
7. The Minter shall not assign this Agreement, or delegate or sublicense any of his rights under this Agreement, without GGDAB LTD's prior written consent. Any assignment or transfer contrary to these terms will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

\_\_\_\_\_ Mint=sign \_\_\_\_\_

GGDAB LTD

\_\_\_\_\_ Mint=sign \_\_\_\_\_

The Minter