

# »101 LEMUR LEGAL NFT COLLECTION«

## LICENSE AGREEMENT



## Introduction

1. Lemur Legal d.o.o., Breg 14, 1000 Ljubljana, Register No.: 7016247000, VAT ID: SI 53345304 (hereinafter: the Issuer) is the issuer of “101 Lemur Legal NFT Collection.” The total number of 101 unique NFTs was issued in the collection (hereinafter: “**the NFT**” or collectively as “**the NFTs**”).
2. This “101 LEmur Legal NFT Collection” License Agreement (hereinafter: “**the Agreement**”) applies to each NFT owner, including:
  - initial owners and to
  - all subsequent owners to whom:
    - o the initial owners transfer their NFT(s) (secondary owners) and
    - o to whom secondary owners transfer NFTs(collectively referred to as: “**the NFT Owner**”).
3. NFT Owner has the right to use NFT in accordance with this Agreement.

## Intellectual Property Rights Owner

4. Lemur Legal d.o.o. is the sole owner of the intellectual property rights in connection with NFTs, including the copyright and registered word trademark "Lemur Legal". Nothing in this Agreement shall be construed to mean that Lemur Legalj d.o.o. transfers ownership of intellectual property rights in connection with NFT or in connection with trademark “Lemur Legal” (or any other Issuerr’s registered trademark) to the NFT Owner.
5. By owning NFT , the Owner obtains a limited, revocable, non-exclusive, and transferable license to access, use, view, copy, and display NFT content.

## **License**

6. The Issuer grants to the NFT Owner a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the content depicted on their NFTs for the following uses: (i) for personal, non-commercial use; (ii) for display at an NFT marketplace, provided that only the actual owner can display the content; or (iii) for display at a website or application that enables display of NFTs, provided that only the actual owner can display the content.
  
7. All other uses are prohibited, unless a written approval of the Issuer is obtained.

## **Content Limitations of the License**

8. The NFT Owner may use the license solely for personal and non-commercial use. Personal use is a use that is typical for an average consumer and user of social networks. Any act performed on the market and aimed at making a profit or market share is considered to be commercial use.
  
9. The NFT Owner may not modify the contents of the object of the license without the permission of the Issuer.
  
10. The NFT Owner must refrain from any actions that would be contrary to business interests and damage the good name of Lemur Legal d.o.o. or any companies related to Lemur Legal d.o.o. (proprietary, corporate or business related).
  
11. In particular, the NFT Owner may not use the license in connection with content that meets the signs of a misdemeanor or criminal offense or could incite violence, hatred, hate speech or discrimination based on sex, nationality, race or ethnic origin, language, religion or belief, disability, age, sexual orientation, gender identity and sexual expression, social status, financial status, education or any other personal circumstance.

12. The NFT Owner may not trademark or otherwise acquire additional intellectual property rights in or to the content depicted by the NFTs.

13. The NFT Owner may not permit any third party to act contrary to the limitations listed above.

#### **Time Limitation of the License**

14. The NFT Owner may use the object of the license for the period of ownership of the NFT or until revoked by Lemur Legal d.o.o.

15. Lemur Legal d.o.o. may revoke the license at any time without giving reasons.

#### **Change of the License**

16. The NFT Owner is always subject to the Licensing Agreement, available at [www.lemur.legal](http://www.lemur.legal).

17. Lemur Legal d.o.o. has the right to unilaterally change the Licensing Agreement at any time, without giving reasons.

#### **Non-exclusive License**

18. The NFT Owner obtains a non-exclusive license, which means that even after giving the license, the Issuer can use all intellectual property rights attached to NFT without any temporal, substantive or territorial limitation.

#### **Prohibition of Sublicense**

19. The NFT Owner may not sublicense another natural or legal person without the permission of Lemur Legal d.o.o.

## **License Transfer**

20. The NFT Owner is free to transfer the NFT, which means the NFT Owner can transfer it to other crypto wallets or place it for trading on a regulated market (centralized or decentralized crypto exchange).
21. The license is transferred automatically along with the NFT transfer. Licensee acquires the rights and obligations to the same extent as the NFT Owner has under this Agreement.

## **Creators right (secondary sale) – applicable to subsequent NFT Owners**

22. The Issuer receives 5% of every subsequent sale of the NFT (“Royalty”).
23. For example, if you are the subsequent NFT Owner (NFT Owner other than Issuer), and you sell the NFT for \$100 to another subsequent purchaser, \$5 will automatically be transferred to the Issuer’s crypto wallet.
24. The Issuer has the right to collect Royalties for the NFTs sales in perpetuity and may use those funds in any manner the Issuer sees fit.
25. The payment of Royalties is programmed into the Smart Contract and are paid automatically to the Issuer.

## **Smart Contract**

26. The NFTs are issued on a smart contract (“Smart Contract”). Smart Contract is a tech infrastructure, which is the Issuer’s or Issuer’s licensor intellectual property. This includes, without limitation, all legal rights, title and interest related to computer code, software, designs, methods, data and all other elements directly or indirectly related to Smart Contract.

27. Nothing in this Agreement shall be construed as transferring any intellectual property of the Issuer (or Issuer's Licensor) on the Smart Contract, nor shall this Agreement grant NFT Owner any rights in or to the Smart Code, except the limited right to use such intellectual property in connection with the transferability of the NFTs, as stipulated with this Agreement.

### **Liability for Damages**

28. In the event of a breach of the provisions of this Agreement, the NFT Owner shall be liable for damages incurred by Lemur Legal d.o.o., in accordance with the applicable rules.

### **Issuer's exclusion of Liability**

29. The Issuer is not responsible under any circumstances:
- for any technical or other disruptions on the relevant blockchain platform that temporarily or permanently disable the transfer of NFTs (and other crypto-assets);
  - for permanent or temporary loss of NFT by the NFT Owner (responsibility passes to the NFT Owner from the moment the initial NFT Owner receives the NFT in his/hers crypto wallet);
  - for any malfunction of the crypto wallet;
  - for any damage that would occur to the NFT Owner as a result of the disposal of NFTs;
  - for any damage that would occur to the NFT Owner as a result of inadequate measures aimed at protecting the integrity of the crypto wallet;
  - for any tax obligations incurred by the NFT owner as a result of disposing NFT;
  - for the risks listed in the paragraphs 28 to including 33 below.
30. When issued, an NFT(s) had no monetary value. The Issuer does not guarantee that NFT will have a monetary value in the future.

## **Risks related to NFTs (and other cryptoassets)**

31. NFT is a form of a cryptoasset.
  
32. Dealing with cryptoassets, which includes ownership, transfer and storage, involves a number of different currency, operative, regulatory, liquidity, technical and other risks:
  - risk of losing part of or the entire financial investment in the cryptoasset;
  - risk of major volatility of the cryptoasset’s price;
  - the possibility of historical yields not giving any guarantee for future yields
  - yields;
  - regulatory risk due to an undefined legal framework;
  - regulatory risk due to changes in tax legislation;
  - regulatory risk of prohibition or restriction of transactions with cryptoassets;
  - illiquidity of individual cryptoassets;
  - risk associated with e-wallets (e.g. the Ethereum wallet);
  - mistakes in the functioning or malfunctioning of the blockchain network;
  - 51% attack on an individual blockchain network;
  - risk associated with the functioning of an individual crypto exchange (centralised or decentralised);
  - risk inherent in new technology.
  
33. Cryptoassets are not a regulated financial instrument. Cryptoasset issuers are not regulated financial institutions.
  
34. Any possible loss of cryptoassets is not insured by any scheme as is the case with bank deposits made by retail customers.
  
35. In certain countries dealing with cryptoassets is prohibited.

36. By owning the NFT the NFT Owner confirms that he/she is informed of the above risks and accepts these risks, and that he/she is informed of the legal nature of cryptoassets, which include NFTs.

### **Governing Law**

37. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Slovenia.

38. For matters not regulated by this Agreement, the provisions of the Terms and conditions and rules of the Slovene Copyright and Related Rights Act shall apply.

### **Dispute Resolution**

39. The parties of this Agreement shall solve disputes amicably. If this is not possible, all disputes arising from or in connection with this Agreement, shall be submitted to the competent Court of Ljubljana, Slovenia.