

ATLANTA HAWKS TERMS AND CONDITIONS FOR THE PURCHASE OF NON-FUNGIBLE TOKENS AS PART OF THE ATLANTA HAWKS NFT AUCTION

Last updated on March 4, 2022

These Atlanta Hawks Terms and Conditions constitute a legally binding agreement (the "Agreement") between you (also referred to herein as "You", "Your" or "Purchaser") and ATL Hawks, LLC ("ATLH" "we" or "us"), governing Purchaser's purchase of NFTs (defined below) as part of the Atlanta Hawks NFT Auction (the "Auction"). BY BIDDING ON OR MAKING A PURCHASE AS PART OF THE AUCTION, PURCHASER EXPRESSLY AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL OF GIGLAB'S, INC. ("GigLabs") TERMS OF SERVICE AVAILABLE AT <https://atlantahawks.shops.nftbridge.com/> GigLabs Terms"). Purchaser must agree to the terms of this Agreement, as well as the GigLabs Terms, in order to bid on or make a purchase as part of the Auction.

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN PURCHASER AND ATLH CAN BE BROUGHT (SEE SECTION 12 BELOW). THESE PROVISIONS WILL REQUIRE PURCHASER TO SUBMIT CLAIMS PURCHASER HAS AGAINST ATLH OR AN ATLH PARTY (DEFINED BELOW) TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

By entering into this Agreement, and/or by Purchaser participating in the Auction, Purchaser expressly acknowledges that Purchaser understands this Agreement (including the dispute resolution and arbitration provisions in Section 12) and accepts all of its terms. IF PURCHASER DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, PURCHASER MAY NOT PARTICIPATE IN THE AUCTION.

1. Definitions

"Art" means any art, graphics, images, designs, logos, taglines, and drawings that may be associated with an NFT in which Purchaser acquires Licensed Rights (defined below).

"ATLH" means ATL Hawks, LLC, a Delaware limited liability company with its principal place of business located at 101 Marietta Street NW, Suite 1900, Atlanta, Georgia 30303.

"ATLH Parties" means ATLH, NBA Media Ventures LLC, the National Basketball Association and its member teams, and NBA Properties, Inc., and each of their parent, subsidiary and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys, licensees, licensors and employees.

"Equivalent" means the value, in US Dollars, of the market value of the relevant amount of cryptocurrency on the day of the transaction.

"Name and Likeness" means name, nicknames, images, likenesses, marks, copyrights, trade dress colors, trade dress designs, and/or all other intellectual property of the professional basketball team known as the Atlanta Hawks and/or its related league known as the National Basketball Association ("NBA").

"NFT" means any blockchain-tracked, non-fungible token.

"Licensed Rights" with respect to an NFT means Purchaser's rights to a Licensed NFT of which Purchaser is the current rightful licensee and which Purchaser acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

"Licensed NFT" means an NFT from the Atlanta Hawks' NFT Auction for which Purchaser successfully provided the highest bid.

“Third Party IP” means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

2. Ownership. Purchaser acknowledges and agrees that ATLH (or, as applicable, its licensors) owns all legal right, title and interest in and to the Art and Name and Likeness, and all intellectual property rights therein. The rights that Purchaser has in and to the Licensed NFT and Art are limited to those expressly stated in Section 3 of this Agreement. ATLH and its licensors reserve all rights and ownership in and to the Licensed NFT, Name and Likeness, and Art not expressly granted to Purchaser in Section 3 of this Agreement. All purchases of Licensed NFTs, as well as associated charges, are non-refundable. This non-refund policy shall apply at all times regardless of Purchaser’s decision to terminate usage of the Licensed NFT, any disruption to the operations of any components of the Licensed NFT, or any other reason whatsoever.

3. Grant of License:

(a) *Definition of Licensed NFT.* Purchaser acknowledges and agrees that in the event that Purchaser is the highest bidder as part of an Auction for a particular NFT (each, a “Licensed NFT”), such Licensed NFT is made available solely for entertainment and personal purposes. Without limiting the foregoing and subject to Purchaser’s continued compliance with this Agreement (and the GigLabs Terms), ATLH grants Purchaser a non-exclusive, non-transferable (except as specifically provided herein), royalty-free license to display the Licensed NFT, solely for Purchaser’s own personal, non-commercial use and not for any financial or business reason other than as described below.

(b) *Permissible Transfers of Purchaser’s Licensed NFT.* Purchaser has the limited right to transfer the Licensed NFT, provided that (i) the transferee accepts all of the terms of this Agreement and all of the terms of the GigLabs Terms; (ii) ATLH is paid ten percent (10%) of the gross amounts paid by such party relating to the Licensed NFT, including, but not limited to, any transfer price and any other related compensation (e.g., (1) if the transfer price is the Equivalent of \$100,000 then ATLH will be entitled to the Equivalent of \$10,000 or (2) if the transfer price is Equivalent to \$100,000 and an additional \$50,000 is paid as related use fee then ATLH would be entitled to \$15,000) and such payment shall be paid on the same terms and at the same time as Purchaser is paid; (iii) Purchaser has not, prior to the transfer, breached this Agreement or the GigLabs Terms; (iv) prior to the transfer, Purchaser’s license to the Licensed NFT has not been terminated; and (v) the party purchasing the Licensed NFT provides ATLH with a valid e-mail address and proof of identity. Purchaser acknowledges and agrees that the foregoing amounts payable to ATLH under Section 3(b)(ii) hereof do not include, and are not intended to cover, any additional fees imposed or required by the platform through which Purchaser is transferring the Licensed NFT.

(i) To the extent that Purchaser is the original licensee of one (1) of the ten (10) available Licensed NFTs entitled “Hawks Art Only NFT”, Purchaser shall receive the opportunity to be the official owner of the exclusive Hawks NFT Art. Such grant shall not include any other benefits.

(ii) To the extent that Purchaser is the original licensee of one (1) of the ten (10) available Licensed NFTs entitled “Hawks Shop Gift Card NFT”, Purchaser shall receive a Five Hundred and 00/100 Dollars (\$500.00) gift card for use at the Hawks Shop located at State Farm Arena at 1 State Farm Drive, Atlanta, Georgia 30303 (the “Arena”). To redeem this offer, Purchaser must redeem such gift card no later than October 31, 2022 and must follow all instructions presented to Purchaser after Purchaser redeems the offer. This offer is non-transferable and is further conditioned upon all terms and conditions associated with the use of this offer. Such grant shall not include any other benefits. To redeem the gift card, the owner of the Hawks Shop Gift Card NFT must register their purchase with ATLH at the webform provided to Purchaser at the time of purchase. In the event of a dispute, ATLH will verify ownership of the Hawks Shop Gift Card NFT via the potential owners’ crypto wallet as well as via a valid photo ID. Valid forms of ID include a United States Driver’s License, United States Identification Card, United States Military Identification Card and Passport. All forms of ID should be current (non-expired) and intact (non-damaged). The gift card is

subject to and conditioned upon all terms and conditions associated with the use of the gift card. Other restrictions/exclusions may apply. All sales are final and non-refundable. This offer is not redeemable for cash. No cash alternative or other substitutions are allowed. Such gift card shall not include any other benefits.

(iii) To the extent that Purchaser is the original licensee of one (1) of the ten (10) available Licensed NFTs entitled "Signed Hawks Jersey NFT", Purchaser shall receive an autographed Atlanta Hawks jersey. To redeem this offer, Purchaser must redeem such autographed jersey no later than October 1, 2022 and must follow all instructions presented to Purchaser after Purchaser redeems the offer. This offer is non-transferable and is further conditioned upon all terms and conditions associated with the use of this offer. Such grant shall not include any other benefits. To redeem the autographed jersey, the owner of the Signed Hawks Jersey NFT must register their purchase with ATLH at the webform provided to Purchaser at the time of purchase. In the event of a dispute, ATLH will verify ownership of the Signed Hawks Jersey NFT via the potential owners' crypto wallet as well as via a valid photo ID. Valid forms of ID include a United States Driver's License, United States Identification Card, United States Military Identification Card and Passport. All forms of ID should be current (non-expired) and intact (non-damaged). All sales are final and non-refundable. This offer is not redeemable for cash. No cash alternative or other substitutions are allowed.

(iv) (x) To the extent that Purchaser is the original licensee of one (1) of the seven (7) available Licensed NFTs entitled "Hawks Exclusive Experience – Pregame NFT", Purchaser shall receive the opportunity to attend a pre-game shootaround at the Arena prior to the Atlanta Hawks vs. Washington Wizards home game taking place at the Arena on April 6, 2022 (the "Game"), subject to NBA Rules and all applicable health and safety protocols (including, without limitation, restrictions related to COVID-19). Purchaser shall also be entitled to two (2) tickets to attend the Game, subject in all cases to ATLH's sole discretion. To redeem this offer, Purchaser must follow all instructions presented to Purchaser after Purchaser obtains the offer. This offer is non-transferable, and Purchaser must be one of the people attending the event along with Purchaser's guests. The offer is further conditioned upon all terms and conditions associated with the use of this offer, including but not limited to ATLH's standard ticketing terms and conditions, Covid-19 rules, security provisions and other restrictions to Purchaser's attending such event. The time, length, and location of all aspects of such event will be determined by ATLH in its sole discretion. Such grant shall not include any other benefits, including but not limited to travel, accommodations, parking and food. To redeem the exclusive experience and the tickets, the owner of the Hawks Exclusive Experience – Pregame NFT must register their purchase with ATLH at the webform provided to Purchaser at the time of purchase. If Purchaser is registered as the owner of the Hawks Exclusive Experience – Pregame NFT as of the date of the Game, then Purchaser will be able to redeem the tickets. In the event of a dispute, ATLH will verify ownership of the Hawks Exclusive Experience – Pregame NFT via the potential owners' crypto wallet as well as via a valid photo ID. Valid forms of ID include a United States Driver's License, United States Identification Card, United States Military Identification Card and Passport. All forms of ID should be current (non-expired) and intact (non-damaged). The owner of the tickets may purchase up to two (2) additional companion tickets for the Game at the single game box office price for such Game. The tickets are subject to and conditioned upon all terms and conditions associated with the use of the tickets, including, but not limited to, the Atlanta Hawks ticketing terms and conditions available at <https://www.nba.com/hawks/tickets/purchase-terms-and-conditions>, COVID-19 rules, security provisions and other restrictions to Purchaser's attending such events. Other restrictions/exclusions may apply. All sales are final and non-refundable. This offer is not redeemable for cash. No cash alternative or other substitutions are allowed. Such exclusive experience and the tickets shall not include any other benefits, including, but not limited to, food and beverage, travel, accommodations, or parking. Purchaser's guest must be of legal age of majority in his/her jurisdiction of residence (and at least eighteen (18) years of age).

(y) To the extent that Purchaser is the original licensee of the one (1) available Licensed NFT entitled "Hawks Exclusive Experience – Press Conference NFT", Purchaser shall receive the opportunity

to attend the post-game press conference and ask one (1) pre-approved question following the Game, subject in all cases to NBA Rules, ATLH discretion and to all applicable health and safety protocols (including, without limitation, restrictions related to COVID-19). Purchaser shall also be entitled to two (2) tickets to attend the Game, subject in all cases to ATLH's sole discretion. To redeem this offer, Purchaser must follow all instructions presented to Purchaser after Purchaser obtains the offer. This offer is non-transferable, and Purchaser must be one of the people attending the event along with Purchaser's guests. The time, length, and location of all aspects of such event will be determined by ATLH in its sole discretion. Such grant shall not include any other benefits, including but not limited to travel, accommodations, parking and food. To redeem the exclusive experience and the tickets, the owner of the Hawks Exclusive Experience – Press Conference NFT must register their purchase with ATLH at the webform provided to Purchaser at the time of purchase. If Purchaser is registered as the owner of the Hawks Exclusive Experience – Press Conference NFT as of the date of the Game, then Purchaser will be able to redeem the tickets. In the event of a dispute, ATLH will verify ownership of the Hawks Exclusive Experience – Press Conference NFT via the potential owners' crypto wallet as well as via a valid photo ID. Valid forms of ID include a United States Driver's License, United States Identification Card, United States Military Identification Card and Passport. All forms of ID should be current (non-expired) and intact (non-damaged). The owner of the tickets may purchase up to two (2) additional companion tickets for the Game at the single game box office price for such Game. The tickets are subject to and conditioned upon all terms and conditions associated with the use of the tickets, including, but not limited to, the Atlanta Hawks ticketing terms and conditions available at <https://www.nba.com/hawks/tickets/purchase-terms-and-conditions>, COVID-19 rules, security provisions and other restrictions to Purchaser's attending such events. Other restrictions/exclusions may apply. All sales are final and non-refundable. This offer is not redeemable for cash. No cash alternative or other substitutions are allowed. Such tickets and the exclusive experience shall not include any other benefits, including, but not limited to, food and beverage, travel, accommodations, or parking. Purchaser's guest must be of legal age of majority in his/her jurisdiction of residence (and at least eighteen (18) years of age).

(z) To the extent that Purchaser is the original licensee of one (1) of the two (2) available Licensed NFTs entitled "Hawks Exclusive Experience – Player for a Day NFT", Purchaser shall receive the opportunity to be custom-fitted by the official Atlanta Hawks Uniform Manager for a team Atlanta Hawks jersey and to receive an exclusive, private tour experience of the Hawks Practice Facility located at 1968 Hawks Lane, Atlanta, Georgia 30329 in June 2022 (the "Experience"), subject in all cases to NBA Rules, ATLH discretion and to all applicable health and safety protocols (including, without limitation, restrictions related to COVID-19). To redeem this offer, Purchaser must redeem such custom jersey and private tour no later than June 30, 2022 and must follow all instructions presented to Purchaser after Purchaser redeems the offer. This offer is non-transferable. The offer is further conditioned upon all terms and conditions associated with the use of this offer. Such grant shall not include any other benefits. To redeem the exclusive experience, the owner of the Hawks Exclusive Experience – Player for a Day NFT must register their purchase with ATLH at the webform provided to Purchaser at the time of purchase. If Purchaser is registered as the owner of the Hawks Exclusive Experience – Player for a Day NFT as of the date of redemption, then Purchaser will be able to redeem the Experience. In the event of a dispute, ATLH will verify ownership of the Hawks Exclusive Experience – Player for a Day NFT via the potential owners' crypto wallet as well as via a valid photo ID. Valid forms of ID include a United States Driver's License, United States Identification Card, United States Military Identification Card and Passport. All forms of ID should be current (non-expired) and intact (non-damaged). The Experience is subject to and conditioned upon all terms and conditions associated with the Experience, including, but not limited to, COVID-19 rules, security provisions and other restrictions to Purchaser's attending the Experience. Other restrictions/exclusions may apply. All sales are final and non-refundable. This offer is not redeemable for cash. No cash alternative or other substitutions are allowed. Such Experience shall not include any other benefits, including, but not limited to, food and beverage, travel, accommodations, or parking.

4. Reservation of Intellectual Property Rights: Purchaser agrees that Purchaser may not, nor permit any third party to do or attempt to do any of the following without express prior written consent from ATLH in

each case (which consent may be withheld, conditioned or delayed by ATLH in its sole discretion): (i) modify the Licensed NFT, Name and Likeness and/or Art for Purchaser's Licensed NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Licensed NFT, Name and Likeness and/or Art for Purchaser's Licensed NFTs to advertise, market, or sell any product or service; (iii) use the Licensed NFT, Name and Likeness and/or Art from Purchaser's Licensed NFTs 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 and/or political campaigns or causes; (iv) use the Licensed NFT, Name and Likeness and/or Art from Purchaser's Licensed NFTs in movies, videos, or any other forms of media, except solely for Purchaser's own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Licensed NFT, Name and Likeness and/or Art from Purchaser's Licensed NFTs; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Licensed NFT, Name and Likeness and/or Art from Purchaser's Licensed NFTs; or (vii) otherwise utilize the Art from Purchaser's Licensed NFTs for Purchaser's or any third party's commercial benefit.

To the extent that the Licensed NFT, Name and Likeness and/or Art associated with Purchaser's Licensed NFTs contains Third Party IP, Purchaser understands and agrees as follows: (i) that Purchaser will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (ii) that, depending on the nature of the license granted from the owner of the Third Party IP, ATLH may need to pass through additional terms and/or restrictions on Purchaser's ability to use the Art; and (iii) to the extent that ATLH informs Purchaser of such additional restrictions in writing (email is permissible), Purchaser will be responsible for complying with all such restrictions from the date that Purchaser receives the notice, and that failure to do so will be deemed a breach of this Agreement.

The restrictions in this Section 4 will survive the expiration or termination of this Agreement.

5. Termination of the License: The Licensed Rights granted to Purchaser hereunder shall automatically terminate and all rights shall return to ATLH if: (i) at any time Purchaser sells, trades, donates, gives away, transfers, or otherwise disposes of Purchaser's Licensed NFT for any reason except as specially provided in Section 3 of this Agreement; (ii) the email address Purchaser provides to ATLH is no longer valid; (iii) Purchaser breaches any provision of this Agreement and conditions and/or the GigLabs Terms; (iii) Purchaser has a trustee, receiver or similar party appointed for Purchaser's property, become insolvent, acknowledge Purchaser's insolvency in any manner, make an assignment for the benefit of Purchaser's creditors, or file a petition of bankruptcy; (iv) Purchaser engages in any unlawful business practice related to the Licensed NFT; (iv) Purchaser initiates any legal actions, except an arbitration as specifically provided herein, against any of the ATLH Parties and/or any of their parent, subsidiary and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys and employees; or (v) Purchaser disparages any of the ATLH Parties or any parties related to any of them.

6. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY. ALL LICENSED NFTs ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE ATLH PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL THE ATLH PARTIES BE LIABLE TO PURCHASER FOR ANY PERSONAL INJURY, PROPERTY

DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION, OR FOR ANY FORM OF DIRECT OR INDIRECT DAMAGES, AND/OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION WHATSOEVER RELATED TO ANY NFT, INCLUDING BUT NOT LIMITED TO THE LICENSED NFT, THE AUCTION, ANY TECHNOLOGY AND/OR PARTIES RELATED TO THE AUCTION, INCLUDING BUT NOT LIMITED TO BLOCKCHAIN, DAPPER WALLET AND/OR GIGLABS. PURCHASER AGREES THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF A DISCLAIMING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ATLH PARTIES' TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED TEN PERCENT (10%) OF THE TOTAL SUM PAID DIRECTLY BY PURCHASER TO ATLH FOR THE APPLICABLE LICENSED NFT. PURCHASER ACCEPTS THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND PURCHASER AGREES THAT ATLH HAS NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO ATLH'S GROSS NEGLIGENCE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO PURCHASER, THE LIMITATIONS WILL APPLY TO PURCHASER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. PLEASE BE AWARE THAT THIS LIMITATION OF LIABILITY PROVISION APPLIES TO GEORGIA RESIDENTS (AND RESIDENTS OF ANY OTHER STATES, TERRITORIES, AND/OR JURISDICTION).

7. Assumption Of Risk. As noted above, the Licensed NFTs are made available solely for entertainment purposes. Purchaser agrees that Purchaser assumes the following risks: (A) To the extent there is a price or market for a blockchain asset such as an NFT, such markets and prices are extremely volatile, and variations in the price of other digital assets could materially and adversely affect the value of any digital asset(s) Purchaser owns, including Purchaser's Licensed NFT, and there is no guarantee that Purchaser's Licensed NFTs will have or retain any value; (B) the commercial or market value on a Licensed NFT that Purchaser purchases may materially diminish in value as a result of a variety of things such as negative publicity in connection with the team; (C) there are risks associated with using an Internet-native assets (e.g., non-fungible tokens, cryptocurrencies, etc.) including, but not limited to, the risk of hardware, software and Internet connections and/or failures, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Purchaser's digital "wallet" or elsewhere, and the ATLH Parties will not be responsible for any of these, however caused; (D) the ATLH Parties do not make any promises or guarantees about the availability of the Licensed NFT or the Art on the Internet or that they will host the Licensed NFT or the Art at any specific location and/or for any specific period of time; (E) upgrades to the Flow platform, a hard fork or other change in the Flow platform, a failure or cessation of Flow, or a change in how transactions are confirmed on the Flow platform may have unintended, adverse effects on all blockchains using such technologies, including, without limitation, Licensed NFTs; (F) the ATLH Parties do not make any promises or guarantees related to Dapper Wallet, GigLabs, Blockchain or any other third parties related to this Auction and each of their applications and/or services, including, but not limited to, the continued availability of either and/or the protection and/or storage of any data Purchaser provides to those parties; (G) the risk of losing access to Licensed NFTs due to loss of private key(s), custodial error or purchaser error; (H) the risk of mining attacks; (I) the risk of hacking, security weaknesses, fraud, counterfeiting, cyberattacks and other technological difficulties; (J) the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the Licensed NFT; (K) the risks related to taxation; (L) that NFTs are not legal tender and are not backed by any government; and (M) the ATLH Parties are not responsible for any transaction between Purchaser and a third party (e.g., Purchaser's transfer of a Licensed NFT from a third party on the so-called "secondary market"), and the ATLH Parties shall have no

liability in connection with any such transaction. In addition to assuming all of the above risks, Purchaser acknowledges that Purchaser has obtained sufficient information to make an informed decision to license the Licensed NFT and that Purchaser understands and agrees that Purchaser is solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for Purchaser. AT LH and the AT LH Parties cannot and do not represent or warrant that any Licensed NFT, or its supporting systems or technology, is reliable, current or error-free, meets Purchaser's requirements, or that defects in the Licensed NFT, or its supporting systems or technology, will be corrected. AT LH and the AT LH Parties cannot and do not represent or warrant that the Licensed NFT or the delivery mechanism for it are free of viruses or other harmful components. Purchaser accepts and acknowledges that AT LH and the AT LH Parties will not be responsible for any communication failures, disruptions, errors, distortions or delays Purchaser may experience related to the Auction.

8. Disputes/Choice of Governing Law. The Auction, and corresponding purchases of any NFTs shall be exclusively governed by, construed, and enforced in accordance with, the laws of the State of Georgia, as they are applied to agreements entered into and to be performed entirely within Georgia and without regard to conflict of law principles, except to the extent that law is inconsistent with or preempted by federal law.

EXCEPT WHERE PROHIBITED, EACH PURCHASER AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE AUCTION OR ANY NFT SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ATLANTA, GEORGIA, (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "SPECIAL DAMAGES"), AND (4) PURCHASER HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED. GEORGIA LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE AUCTION AND ALL ASPECTS RELATED THERETO.

9. Changes to this Agreement. AT LH may make changes to this Agreement from time to time. When AT LH makes such changes, AT LH will make the updated agreement available on this website and update the "Last Updated" date at the beginning of the Agreement accordingly. Please check this page periodically for changes. Any changes to this Agreement will apply on the date that they are made and, by way of example, Purchaser's continued access to or use of the Licensed NFT and the Art after this Agreement has been updated will constitute Purchaser's binding acceptance of the updates.

10. Eligibility:

(a) Participation in the Auction is open only to individuals who have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein and who are using currency that such party is the lawful holder thereof. It is not available to Users who have had their User privileges temporarily or permanently deactivated. Purchaser may not allow other persons to use Purchaser's User credentials, and Purchaser agrees that Purchaser is the sole authorized user.

(b) By becoming a User, Purchaser represents and warrants that Purchaser is at least eighteen (18) years old.

11. Indemnity: Purchaser will defend, indemnify, and hold AT LH and the AT LH Parties, including each of their respective affiliates, subsidiaries, parents, successors and assigns, and each of their respective officers, directors, employees, agents, or shareholders, harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Purchaser's license, sale or possession of the Licensed NFT and/or Purchaser's participation in the auction, including: (1) Purchaser's breach of this Agreement or the documents it incorporates by reference; (2) Purchaser's

violation of any law or the rights of a third party as a result of Purchaser's own interaction with such third party; (3) any allegation that any materials that Purchaser submits to ATLH or transmits in the course of the auction, communications seeking ATLH's consent to activities or otherwise, infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (4) any other activities in connection with the Auction or the Licensed NFT. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

12. DISPUTE RESOLUTION, ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

(a) Agreement to Binding Arbitration Between Purchaser and ATLH.

PURCHASER AGREES TO WAIVE PURCHASER'S RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act ("FAA") and survives after the Agreement terminates or Purchaser's relationship with ATLH ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between Purchaser and ATLH or the ATLH Parties, including their affiliates, subsidiaries, parents, successors and assigns, and each of ATLH's respective officers, directors, employees, agents, or shareholders.

ALL DISPUTES PURCHASER MAY HAVE WITH, AND CLAIMS AGAINST ANY ATLH PARTY (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN PURCHASER AND ATLH PARTIES. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to the Auction, this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), payments made by Purchaser or any payments made or allegedly owed to Purchaser, any promotions or offers made by any ATLH Party, any city, county, state or federal trade secrets, unfair competition, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability, or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, PURCHASER UNDERSTANDS THAT PURCHASER IS WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

PURCHASER UNDERSTANDS AND AGREES THAT PURCHASER MAY BRING CLAIMS IN ARBITRATION AGAINST AN ATLH PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). PURCHASER UNDERSTANDS AND AGREES THAT PURCHASER IS WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION 12(b) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE

ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST AN ATLH PARTY, WHICH ARE ADDRESSED SEPARATELY IN OTHER SECTIONS.

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

(c) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA's website (www.adr.org) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by Purchaser and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding. The parties may select a different arbitration administrator upon mutual written agreement.

As part of the arbitration, both Purchaser and the applicable ATLH Parties will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

The case shall be heard by one (1) arbitrator, who shall be an executive with a company in the entertainment event production industry, and will be conducted in English. The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Purchasers but is bound by rulings in prior arbitrations involving the same Purchaser to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(d) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modification: The arbitrator in his award shall allocate all arbitration fees in his sole discretion and shall have the power to charge reasonable attorney fees of the successful party to the losing party.

(e) Location and Manner of Arbitration.

Unless Purchaser and ATLH agree otherwise, any arbitration hearings between ATLH and a User will take place in Georgia in the county of Fulton and shall take place in English. If AAA arbitration is unavailable in Purchaser's county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. Purchaser's right to a hearing will be determined by the AAA Rules.

(f) Severability of Arbitration Agreement Provisions.

In addition to the severability provisions in subsections (b) and (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed, and the remainder of the Arbitration Agreement shall be given full force and effect.

(g) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, Purchaser and the applicable ATLH Parties may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for thirty (30) days, unless this time period is mutually extended by Purchaser and the applicable ATLH Parties. If Purchaser intends to seek negotiation under this subsection, Purchaser must first send to the applicable ATLH Parties a written notice of the dispute ("Notice") to ATLH at 101 Marietta Street NW, Suite 1900, Atlanta, Georgia 30303. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by ATLH or the ATLH Parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties.

13. TAXES

Purchaser is responsible for all applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise. The successful bidder is responsible for any applicable taxes including any sales or use tax or equivalent tax wherever such taxes may arise on the price, the buyer's premium, and/or any other charges related to this Auction. The applicable sales tax rate will be determined based upon the state, county, or locale. The ATLH Parties are not responsible for determining the taxes that may apply to Purchaser's transaction(s).

14. If Purchaser is 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.

15. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Entire Agreement: THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE MATTERS PROVIDED FOR HEREIN AND IS NOT INTENDED TO BE MODIFIED OR LIMITED IN ANY WAY BY ANY OTHER WRITTEN INSTRUMENT OR ORAL AGREEMENT PREVIOUSLY MADE OR ENTERED INTO BY THE PARTIES HERETO.

Contact Us

If Purchaser has any questions or concerns, including if Purchaser needs to access this Agreement in an alternative format, we encourage Purchaser to contact us via e-mail at nft@hawks.com.