NFT LICENSE AGREEMENT

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

SUMMIT 111 p.s.a. settled on Zbytki 4, Warsaw, Poland, Company number 0001044670-company during incorporation established in Polisch 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	а	document	setting	out	the	anti-money
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laundering procedure 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

SUMMIT 111 website means

https://www.nft.showmethemoney.pl

Digital Wallet means a financial transaction application that

securely stores payment information and

passwords

Ethereum

is a decentralized blockchain platform that creates a peer-to-peer network in which application code, **called smart contract**, is securely executed and

verified

KYC procedure

means the diligence procedure carried out by SUMMIT 111 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 Billionaires Planet Academy Project on this website https://www.nft.showmethemoney.pl/wp-content/uploads/2023/07/Show-me-themoney-1.pdf

process of receiving NFT via blockchain

Mint

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.

of financial asset, product or instrument

Services means the services provided by the SUMMIT 111

to the Minter, as a holder of NFT, licensed

"Profit+" NFT (NFT)

means a unique ethereum blockchaintracked, non-fungible token that represent pieces of programmable arts, originally created by SUMMIT 111 NFT tokens are not asset tokens, security

tokens or equity tokens within the meaning of Europen and Polisch law and other legal systems.

GGDAB Project website https://www.nft.showmethemoney.pl

LEGAL ADVISORS website https://nswlegal.pl

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 **SUMMIT 111 p.s.a.** or any company for any other purpose, not 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.

<u>Right of Recall.</u> 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 SUMMIT 111 p.s.a. in its sole discretion including the minter of a license to use Tokens in the Billionaires Planet Academy.
- c. **Issuance**: the NFT will be issued to the Minter by the Company after the Mint automatically.

Representations by the Parties

The SUMMIT 111 p.s.a. represents that:

- 1. SUMMIT p.s.a. Company is a company duly organized, company established in Polisch jurisdiction under the laws of Poland., and the Company has a license agreement to the utility of the NFT in Billionaires Planet Academy Project
- 2. The execution, delivery and performance by the SUMMIT 111 of NFT is within the power of the Company.
- 3. To the knowledge of the SUMMIT 111, mint of NFT do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the SUMMIT 111; (ii) result in the acceleration of any material indenture or contract to which the SUMMIT.111 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 SUMMIT 111. or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the SUMMIT 111, its business or operations.
- 4. No consents or approvals are required in connection with the performance of this instrument, other than: (i) the SUMMIT 111 corporate approvals; and (ii) any qualifications or filings under applicable securities laws.
- 5. THE SUMMIT 111. 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. SUMMIT 111 p.s.a. created NFT which will be ultimately based on the Billionaires Planet Academy platform.
- 7. The SUMIT 111 p.s.a. 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.
- 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) Billionaires Planet Academy Project will not be completed; (iii) SUMMIT 111 with the NFT will fail to attract sufficient interest from key stakeholders; and (iv) the SUMMIT 111 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 SUMMIT 111. 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 SUMMIT 111 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 SUMMIT 111 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 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 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 any SUMMIT 111
- 15. is aware that the SUMIT 111 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 SUMMIT 111 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 SUMMIT 111 p.s.a. 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 SUMMIT 111 p.s.a. within the scope of this Agreement, except for the Minter's claims against the SUMMIT 111 p.s.a. for damage caused by SUMMIT 111 p.s.a. 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.) or in countries where the offer or purchase of NFT is prohibited or subject to regulations on the acquisition of securities. The SUMMIT 111 p.s.a. 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 SUMMIT 111 p.s.a. and or Billionaires Planet Academy. Project
- f) all other unanticipated risks.
- g) undo or end license to SUMMIT 111 p.s.a. owner of Billionaires Planet Academy Project and future owner of Platform technology.

RISKS

- 1. <u>Rights, Functionality and Features</u>: Mint of the NFT does not guarantee that The Billionaires Planet Academy. Project will be launched or that the development will be finished or that NFT will be adopted and implemented under license to SUMMIT 111 p.s.a.
- 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 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 SUMMIT p.s.a. 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 Billionaires Planet Academy. 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. <u>Risk of Uninsured Loss</u>: 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. <u>Taxes</u>: 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 SUMMIT 111 p.s.a. 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 Billionaires Planet Academy Project owners.
- 10. <u>Project Completion</u>: The development of the Billionaires Planet Academy 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. <u>Lack of Interest</u>: Even if The Billionaires Planet Academy 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 Billionaires Planet Academy Project.
- 12. Risk of Government Action: As noted above, the industry in which SUMMIT 111 p.s.a. 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 SUMMIT 111 p.s.a. Company and/or pursue enforcement actions against SUMMIT 111 p.s.a. Company. Such governmental activities may or may not be the result of targeting SUMMIT 111 p.s.a Company in particular. All of this may subject SUMMIT 111 p.s.a. Company to judgments, settlements, fines or penalties, or cause SUMMIT 111 p.s.a. Company to restructure its operations and activities or to cease offering certain products or services, all of which could harm SUMMIT 111 p.s.a. Company's reputation or lead to higher operational costs, which may in turn have a material adverse effect on the NFTand/or the development of The Billionaires Planet Academy Project. Also owner of Billionaires Planet Academy Project can revoke licenses purchased by SUMMIT 111. at any time and without giving any reason for which SUMMIT 111 cannot apply for any compensation or reimbursement of the paid funds.
- 13. <u>Unanticipated Risks</u>: 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 SUMMIT 111 p.s.a. cannot anticipate. These unanticipated risks may have a material adverse impact on the NFT and the ongoing viability of Billionaires Planet Academy Project.

LIMITATION OF LIABILITY

- 1. <u>Limitation of Liability</u>: 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 SUMMIT 111 p.s.a. 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 SUMMIT 111 p.s.a 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 SUMMIT 111 p.s.a. from and against any and all actions, proceedings, claims, damages, demands and actions (including without limitation fees and expenses of counsel), incurred by SUMMIT 111 p.s.a. 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. SUMMIT 111 p.s.a. 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

<u>Assignment</u>: Minter may not assign its rights and obligations hereunder without the prior written consent of the SUMMIT 111 p.s.a.. Any assignment or transfer in violation of this Section will be void.

The subject of the Agreement

- 1. By concluding this agreement SUMMIT 111 p.s.a. 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 ETH and can change in time (can be changed by SUMMIT 111 p.s.a. or can change because of the cost on blockchain transaction).
- 3. The Agreement is concluded once the transaction is sent in ETH to the digital wallet of the SUMMIT 111 p.s.a. in smart contract.
- 4. NFT(s) will be transferred to the same digital wallet from which the ETH 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 SUMMIT 111 p.s.a.
 - c. Utility can be freely changed in the pre-mint and post-mint NFT by or SUMMIT 111 p.s.a. The Utility of NFT stated in any way including Billionaires Planet Academy Project, Whitepaper or in Pitch Deck is only a

possible application and is not a binding declaration of SUMMIT 111 p.s.a. or any other Company.

2. NFTs:

- a. do not provide Minter with rights of any form with respect to the SUMMIT 111 p.s.a or its revenues or assets, including any voting, distribution, redemption, liquidation, proprietary (including all forms of Intellectual Property), or other financial or legal rights;
- b. do not represent any form of loan to the SUMMIT 111 p.s.a.
- c. may only be utilized on the Billionaires Planet Academy 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 SUMMIT 111 p.s.a
- 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 SUMMIT 111 p.s.a 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 Billionaires Planet Academy Project Platform, and any service provider of Billionaires Planet Academy Project Platform;
- 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 SUMMIT
 111 p.s.a. 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 Billionaires Planet Academy Project Platform;
- 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;
- 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 Billionaires Planet Academy Project express prior written consent in each case: (i) modify the artwork associated with NFT(s) in any way; (ii) use the artwork 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).

Intellectual Property

1. The SUMMIT 111 p.s.a.., 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 SUMMIT 111 p.s.a. 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 SUMMIT 111 p.s.a. in accordance with Polisch 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. <u>Severability</u>: 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 Polisch law.
- 4. All rights for NFT may be transferred by SUMMIT 111 p.s.a. to a third party. In such an event a third party will step into this agreement instead of SUMMIT 111 p.s.a.
- 5. Amendments to this Agreement must be made in electronic form under pain of nullity.
- 6. SUMMIT 111 p.s.a. may provide any notice to the Minter under this Agreement by: posting a notice on the SUMMIT 111 p.s.a. website;
- 7. The Minter shall not assign this Agreement, or delegate or sublicense any of his rights under this Agreement, without SUMMIT 111 p.s.a. 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	Mint=sign
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SUMMIT 111 p.s.a.	The Minter