

SUPER BOONJI NFT LICENSE

This SUPER BOONJI NFT LICENSE AGREEMENT (the “License”) is entered into by and between Jupiter NFT Corp a/k/a Authentic and the party who has Owns (as defined herein) the unique NFT collectible known as SUPER BOONJI (the “Buyer”) as of the date on which the Buyer Owns such NFT. Buyer agrees to the terms and conditions of this License by Owning such NFT.

1. DEFINITIONS

- (i) “Art” means any digital creation, art, design, and drawings created by the artist Brendan Murphy (“Artist”) that may be associated with an NFT to generate a Complete Art.
- (ii) “Complete Art” means the Art associated with the Purchased NFT, i.e. the complete rendered image of the Purchased NFT, including the related metadata.
- (iii) “NFT” means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard, issued and tradable on a blockchain.
- (iv) “SUPER BOONJI” means the unique NFT collectible comprised of four (4) original NFTs created by Brendan Murphy, minted and sold by Creator and purchased by the Buyer in accordance with the applicable terms and conditions on Creator’s owned website (the “Website”).
- (v) “Token’s Creator” or “Creator” means The Boonji Project LLC.
- (vi) “Token’s Owner” or “Owner” means the current owner of the NFT and related Complete Art, as evidenced by the unique token identification number entered on the block chain resulting from the purchase/sale of the SUPER BOONJI. When minted, the Buyer becomes the sole Owner of the Purchased NFT. There can be several different Buyers of the NFT (and related Complete Art) throughout time but only one Owner at a time.
- (vii) “Own” means, with respect to an NFT, an NFT that one has purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain, thus becoming the Owner of the Purchased NFT (and related Complete Art).
- (viii) “Purchased NFT” means an NFT that one has purchased and thus Owns altogether with the related Complete Art.
- (ix) “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. OBJECT

- (i) This License is intended to govern the terms and conditions under which the Creator grants the Owner a license under the intellectual property rights in the SUPER BOONJI NFT to which this License is attached. This License shall apply to the extent no other written agreement has been concluded between the Creator and the Owner. In case of contradiction between such agreement and the License, the provisions of such agreement shall prevail.

3. CREATOR’S OWNERSHIP AND RIGHTS ON THE ART

- (i) The Owner acknowledges and agrees that, as between the parties, the Creator owns all legal rights, including all intellectual property rights, titles and interests in and to the underlying Art and Complete Art. It is expressly acknowledged and agreed upon that, as between the parties,

the Art and Complete Art shall at all times remain the sole property of the Creator. In no event shall this License assign, license, or otherwise transfer or grant any rights in the Art to the Owner.

4. LICENSE TO COMPLETE ART

- (i) Subject to the Owner's continued compliance with the terms of this License and applicable laws, the Creator grants the Owner, for the legal duration of the intellectual property rights described herein (unless earlier terminated as provided herein), a worldwide, exclusive, transferable and non-sublicensable license under the intellectual property rights in the Complete Art related to the Purchased NFT, under the following terms and conditions.
- (ii) Subject to the restrictions set forth in this License, the Creator hereby grants to the Owner a sublicensable license to reproduce, use, perform, display, publish, distribute, duplicate, and, subject to the Creator's and Artist's moral rights and solely as permitted below in Section 4(iii), edit, adapt and modify the Complete Art for any purpose whatsoever, including personal purposes and commercial purposes, by any media and means whether now known or hereafter devised.
- (iii) Owner shall only have the right to edit, adapt or modify the Complete Art in accordance with the terms and conditions of this License and for the following purposes: (a) where technically required (including to resize the Complete Art in a manner that does not distort the scale of the Complete Art or where modification of the format of the Complete Art is required for technical purposes); (b) to combine or superimpose other materials, content, or Third Party IP onto the Complete Art (including for the purpose of using the Complete Art to create a logo); or (c) to create static animation of the Purchased NFT; provided in each case of the foregoing, that the elements of the Art and the Complete Art may not be modified or separated.
- (iv) By exception the Owner shall only have the right to sell the Purchased NFT, and related Complete Art, on a marketplace that permits the purchase and sale of the Owner's Purchased NFT, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Complete Art for its Purchased NFT to ensure that only the actual Owner can display the Complete Art for sale.
- (v) The rights that the Owner has in and to the Complete Art are limited to those described in this License. The Creator reserves all rights in and to the Complete Art not expressly granted to the Owner in this License.

5. RESTRICTIONS

- (i) The Owner shall not, nor permit any third party to, do or attempt to do any of the foregoing without the Creator's express prior written consent in each case:
 - a. use the Complete Art for the Purchased NFT in connection with:
 - 1. texts, images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be construed to be racist or otherwise signify hate towards an individual or group of people, or found to constitute hate speech or otherwise infringe upon the rights of others or any applicable law or regulation;
 - 2. profane, obscene, or otherwise offensive images or text, including nudity or inappropriate language, or that is generally offensive or in bad taste (as determined by Creator in its sole discretion); or

3. the exploitation of images or likenesses of minors;
 - b. infringe, in any way whatsoever, on the Creator's or Artist's moral rights on the Complete Art (including, without limitation, the right of authorship, right of withdrawal, right to the integrity of the Complete Art, as defined under US law), and, in particular, use or exploit the Complete Art, in any way whatsoever, without crediting the Creator;
 - c. re-mint or re-sell new NFTs of Art, Complete Art and/or SUPER BOONJI, or create any NFT project that would compete with the Creator on any NFT marketplace and/or platform in any way whatsoever; or
 - d. sublicense, in whole or in part, any of the rights granted to Owner herein, including, without limitation any such rights granted in the Complete Art or Purchased NFT or otherwise use the Complete Art or Purchased NFT, in each case in connection with a collaboration with a third party (including to advertise, market, or sell any third party product or service) from which Owner receives proceeds in excess of \$1,000,000 USD.
- (ii) To the extent that the Complete Art associated with the Purchased NFT contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), the Owner acknowledges and agrees as follows:
 - a. the Owner shall not have the right to use such Third Party IP in any way except as incorporated in the Complete Art, and subject to the License and restrictions contained herein;
 - b. any commercial rights to exploit or use the Complete Art as granted by the License in Section 4 above will not apply;
 - c. depending on the nature of the license granted by the owner of the Third Party IP, the Creator may need to provide additional restrictions on the Owner ability to use the Complete Art; and
 - d. to the extent that the Creator informs the Owner of such additional restrictions in writing (including by email or direct message), the Owner shall be responsible for complying with all such restrictions from the date of receipt of this information, and failure to do so shall be deemed a breach of this License.
- (iii) For the avoidance of doubt, the Owner shall not have any right to use any of the trademarks belonging to the Creator, including but not limited to, all BOONJI-related and SUPER BOONJI-related trademarks except as incorporated into the Complete Art and as specifically permitted herein and the Owner shall have no right to display, reproduce, perform, publish, distribute, duplicate or otherwise use any elements of the Art or Complete Art, except in connection with the use of the Complete Art as embodied in the Purchased NFT in accordance with the terms of this License.
- (iv) The restrictions set out in this Section 5 shall survive the expiration or termination of the License.

6. TERMINATION

- (i) This License applies only to the extent that the Owner continues to Own the applicable Purchased NFT or unless earlier terminated as provided herein. If at any time the Owner sells, trades, donates, gives away, transfers, or otherwise disposes of the Purchased NFT for any reason, the License shall immediately expire without the requirement of notice and be transferred along with the Purchased NFT to its new Owner.
- (ii) The Owner acknowledges that, by disposing of its Purchased NFT, it no longer qualifies as the Owner of the Complete Art and thus no longer benefits from the rights granted by this License. Any use of the Complete Art after its disposal shall be considered as an infringing act.
- (iii) Notwithstanding anything contained in this Agreement, Creator may terminate this License at any time by providing written notice to Owner (email to suffice) if (i) Creator determines, in its sole discretion, Owner's use of the Complete Art or the Purchased NFT, results or could reasonably be expected to result in a breach of Section 5 above; whether such use is commercial or non-commercial and/or permitted under this License or otherwise; (ii) Owner is convicted of, or makes a plea of nolo contendere for, a felony or any other crime involving moral turpitude; (iii) Owner commits any act or omits any material details relating to the Purchased NFT, the Complete Art, or this License resulting in fraud, material dishonesty, theft, embezzlement, conversion or misappropriation of funds or property (including any violation or attempted violation of any securities laws); or (iv) for any other reason in Creator's sole discretion.

7. INDEMNIFICATION

- (i) The Owner will indemnify and hold harmless, and at Creator's request defend, Creator from and against any and all claims, demands, liabilities, damages, penalties, fines, taxes, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with (a) any breach of this License or unauthorized use of the Complete Art or Purchased NFT, and/or (b) Owner's exercise of any licensed rights hereunder.

8. DISCLAIMER

- (i) **NEITHER CREATOR NOR ANY OF ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, SHAREHOLDERS/MEMBERS MAKES ANY WARRANTY WHATSOEVER WITH RESPECT TO THE NFTs, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- (ii) **IN NO EVENT SHALL CREATOR OR ANY OF ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, SHAREHOLDERS/MEMBERS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTELLECTUAL PROPERTY INFRINGEMENT, PRICE DEPRECIATION, LEGAL OR REGULATORY ENFORCEMENT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF CREATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

- (iii) **THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**
- (iv) Sales hosted on Creator's platform are not intended to be an offering or sale of securities, swaps on either securities or commodities or a financial instrument of any kind as may be determined by any law, rule, or regulation. Purchases and sales of NFTs may not be subject to the protections of any laws governing those types of financial instruments. This document and all other content, including without limitation on the Website, do not constitute a prospectus or offering document, and are not an offer to sell.
- (v) In the event that Creator deposits digital assets or NFTs into an incorrect address, Creator may not have the ability, and is under no obligation or duty but will use best efforts, to return such digital assets or NFTs to Owner.
- (vi) Creator does not give any advice or recommendation regarding NFTs, including, but not limited to, the suitability and/or appropriateness of, and investment strategies for, the purchase of the NFTs for financial investment purposes. Owner is solely responsible for determining the nature, potential value, suitability, and appropriateness of Owner's involvement with the sales of the NFTs and any related use thereof for any purpose. The NFTs are not designed for investment purposes and Creator does not give any advice or recommendation that the NFTs are to be considered as a type of financial investment by any law, rule, or regulation. With respect to the commercial use of NFTs, Owner acknowledges and agrees that Creator makes no representation nor does Owner have any expectation that Owner shall achieve any targets, financial or otherwise, for anticipated commercialization thereof, and Owner further acknowledges that any such sales are not at all correlated with the sales or perceived value of any NFTs, including the SUPER BOONJI, and, furthermore, that any such increase in value or actual commercial activity involving of the NFTs are in no way related to the efforts of Creator in the operations of its business. With respect the sale of the NFTs or commercialization thereof, Owner acknowledges and agrees that it is not expecting to profit from the NFTs in any way based on any efforts by Creator or its affiliates. The purchase of an NFT is a non-reversible and non-refundable event. Creator shall have no obligation or liability for the secure custody or use of the NFT and any losses arising from such custody or use or solely the purchasers.
- (vii) Please note the following risks in accessing or using Creator: The price and liquidity of blockchain assets, including NFTs, are extremely volatile and may be subject to large fluctuations; fluctuations in the price of other digital assets could materially and adversely affect NFTs, which may also be subject to significant price volatility; legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of NFTs; NFTs are not legal tender and are not backed by the government; transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable; some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time of the transaction; the value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, which may result in the potential for permanent and total loss of value of a particular NFT should the market for that NFT disappear; the nature of NFTs may lead to an increased risk of fraud or cyber-attack, and may mean that technological difficulties experienced by Creator may prevent the access to or use of the digital assets described herein and/ or any of Owner's personal information; and changes to any third party sites may create a risk that Owner's access to and use of Creator's platform will suffer.
- (viii) IN ADDITION, YOU HEREBY ACKNOWLEDGE THAT CREATOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ECONOMIC VIABILITY OR FINANCIAL CONSIDERATIONS OF THE SALE OF THE NFTs OR THE COMMERCIALIZATION THEROF, AND, ACCORDINGLY, CREATOR SHALL NOT BE

LIABLE TO YOU FOR ANY ECONOMIC LOSS OR FAILURE TO REACH PROJECTED AND/OR ANTICIPATED SALES WITH RESPECT THERETO.

- (ix) Owner is solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks respect to the NFTs (including the SUPER BOONJI) for itself. Owner is involving itself in the sale of NFTs as contemplated in this Agreement at Owner's own risk; however, Owner also acknowledges that this brief statement does not disclose all of the risks associated with NFTs and other digital assets. Creator will not be responsible for any communication failures, disruptions, errors, distortions or delays Owner may experience when using NFTs and/or engaging in the sale or other use thereof, however caused.
- (x) Owner hereby expressly waives and releases any and all claims, now known or hereafter known, against the Creator, its affiliates and their officers, directors, manager(s), employees, agents, shareholders/members (collectively, "Releasees"), related to the NFTs (including the SUPER BOONJI), whether arising out of the ordinary negligence of Creator or any Releasees or otherwise. Owner covenants not to make or bring any such claim against Creator or any other Releasee, and forever release and discharge Creator and all other Releasees from liability under such claims.

9. GOVERNING LAW

- (i) The validity of this License and any of its terms and provisions, as well as the rights and duties of the Creator and Owner hereunder, shall be governed, interpreted and enforced in accordance with the laws of Florida, USA.

10. CONTRACT INFORMATION

- (i) The contract address for the Purchased NFT is 0x3c0f2e22dE221B80B38A8BbE8Dd367b5a436753E. The contract name is Super Boonji (<https://etherscan.io/address/0x3c0f2e22dE221B80B38A8BbE8Dd367b5a436753E>).