



## TONIC NFT COLLECTION TERMS

### INTIMITÀ BY STEFANO CONTIERO

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The NFT Privileges are subject to change from time to time in Tonic's sole discretion.

You acknowledge that the license granted to you in this Agreement applies only to the extent that you lawfully purchased or acquired a Tonic NFT and, with respect to a Tonic NFT that you purchase, that you continue to own such Tonic NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Tonic NFT for any reason, the licenses granted in this Agreement to you will immediately expire with respect to such Tonic NFT without the requirement of notice, and you will have no further rights in or to the Artwork or Brand embodied by such Tonic NFT. The license granted in this Agreement will also automatically terminate, with all rights returning to Tonic, if: (x) you breach this Agreement, which shall include transferring or acquiring a Tonic NFT in a way not specifically permitted hereunder or (y) you engage in any unlawful business practice related to any Tonic NFT or the Tonic Digital Properties. In the event that you did not lawfully purchase or acquire your Tonic NFT or upon any termination of the license granted in this Agreement, Tonic may disable your access to the Artwork and/or Brand and/or deny you access to the Tonic Digital Properties and/or any further benefits, services or goods associated with the Tonic NFT.

**RESTRICTIONS.** You agree that you will not, nor will you permit any third party to, do or attempt to do any of the following without Tonic's express prior written consent in each case (other than as permitted by the Creative Commons Attribution-Non-Commercial 4.0 International Public License): (i) modify, distort or perform any other change to the Artwork or Brand embodied by your Tonic NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Artwork or Brand embodied by your Tonic NFTs as a brand or trademark or to advertise, market, or sell any product or service (other than an authorized offering of your Tonic NFT itself); (iii) use the Artwork or Brand embodied by your Tonic 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 or promote illegal activities; (iv) 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 Artwork or Brand embodied by your Tonic NFTs; (v) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork or Brand embodied by your Tonic NFTs; (vi) use the Artwork or Brand embodied by your Tonic NFTs in connection with defamatory or dishonest statements about Tonic and/or its affiliated companies or which otherwise damage the goodwill, value or reputation of Tonic or represent or imply that your exercise of the licenses granted hereunder is endorsed by Tonic and/or its affiliated companies; or (vii) otherwise utilize the Artwork and/or Brand embodied by your Tonic NFTs for your or any third party's commercial benefit (other than an authorized offering of your Tonic NFT itself). These restrictions will survive the expiration or termination of licenses granted hereunder.

Without limiting the foregoing, the license granted by this Agreement does not include (other than as permitted by the Creative Commons Attribution-Non-Commercial 4.0 International Public License): (i) the right to use the Artwork or Brand in connection with additional NFTs; or (ii) the right to create derivative works of the Artwork. You may not use or register, or attempt to use or register, any asset, including any domain names, social media accounts or related addresses, that contains or incorporates any Artwork, Brand, or any other representation, name or mark that may be confusingly similar to any of Tonic's intellectual property.

**TRANSFERRING YOUR TONIC NFT.** You may transfer any Tonic NFT that you lawfully own to a third party, subject to this Agreement. After any such transfer, your licenses to the Artwork and Brand will immediately terminate. Your licenses will also immediately terminate if you breach this Agreement. If you transfer any Tonic NFT, you must make the transferee aware of, and you must cause any such transferee to agree in writing to comply with and be bound by, these NFT Terms.



You acknowledge and agree that any transfer of this Tonic NFT, by you or by the then-current owner, is subject to a fee payable to Tonic equal to no greater than [7.5%] of the total consideration paid for Tonic NFT in connection with any such transfer.