

VALOREM FOUNDATION, INC

A/K/A/ NFT.ADVALOREM.IO

INTELLECTUAL PROPERTY NFT DIGITAL LICENSING & DISTRIBUTION AGREEMENT RIDER

This **NFT (NON-FUNGIBLE TOKEN) LICENSING** (this “**Agreement**”) is entered into as of **Today’s Date** (the “**Effective Profile Completion Date**”), and shall exist until **Termination Date** (the “**Effective Profile Deletion Date**”) by and between **Licensor** (aka “**User**” aka “**Business Owner**” “**Creator**”), as an Entity or Individual (“**Entity Type/State of Incorporation**”) and **VALOREM FOUNDATION, INC.**, a Delaware corporation (“**VF**”) (“**VF**” and its Controlled Affiliates (as hereinafter defined) are collectively referred to herein as “**Licensee**”).

RECITALS

WHEREAS, Licensor is the owner of the name and trademark (the “**Licensor**”), and other intellectual property and proprietary materials that together constitute the brand image by which Licensor is known to the public. Licensor’s intellectual property and proprietary materials, include, but are not limited to: Licensor’s proprietary management systems, trade secrets, trade names, corporate names, product names, service marks, tag lines and descriptors, domain names, designs, typography, color palettes, and copyrightable works, including but not limited to content of its internet sites, stationery, signage, promotional items, advertising and marketing materials, trade show booths, sponsorships, events, awards, press releases, quarterly and annual reports, presentations, photographs, forms, and electronic media as it relates to Licensor and its Affiliates (the name and trademark (the “**Licensor**”), and the other intellectual property and proprietary materials which together constitute the brand image and language by which Licensor is known to the public are herein collectively referred to as the “**IP Rights**”); and

WHEREAS, among the components of the IP Rights are the service marks listed on Appendix A hereto for the services indicated on Appendix A and the United States service mark registrations and applications for registration listed on Appendix A (collectively, the “**Marks**”); and

WHEREAS, “**VF**” wishes to obtain an exclusive license to use the IP Rights, including, without limitation, the Marks, in connection with the promotion of Licensee’s relationship with affiliates of Licensor in connection with Licensee’s provision of its and others “**NFT Marketplaces’ and other blockchain related services,**” and Licensor is

willing to grant to Licensee an exclusive license to use the IP Rights, including, without limitation, the Marks for such purpose, provided that “**VF**” agrees to comply (and cause its Controlled Affiliates to comply) with the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. LICENSE GRANT TO IP RIGHTS

A. Licensor’s Grant to Licensee. To the extent Licensor owns or controls such rights, Licensor grants to Licensee during the Term of this Agreement an exclusive, worldwide license to use the IP Rights, including, without limitation, the Marks and certain copyrighted works, each only in connection with the promotion of Licensee’s relationship with Licensor in connection with advertising or promoting Licensee’s NFT’s and services, for use as it related to its and others’ “**NFT Marketplaces’ and other blockchain related services.**” Except as set forth in this Agreement, such license as may be granted in this Agreement may be assigned, pledged, transferred, encumbered or otherwise transferred by Licensee, voluntarily or involuntarily, by sale or other means, without Licensor’s prior written consent on a case by case basic or in bulk. To the extent that the IP Rights licensed hereunder include any trade secrets, Licensee shall not reveal, distribute or otherwise disclose the trade secrets to any third party.

B. Consideration for Licenses. For the promises received and given and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensor grants to Licensee the licenses and rights to the IP Rights and Marks as provided in this Section I. The License shall be considered fully-paid and there shall be no other fee due for the license granted to the Licensee herein during the period this Agreement is in effect as well as for the Transition Period.

II. NFT MARKETPLACES AND OTHER BLOCKCHAIN RELATED SERVICES AND RETAINED RIGHTS

A. VF's NFT Marketplaces' and other blockchain related services. "VF" shall own such rights, including any intellectual property rights, as may exist, exclusive of any and all rights in the IP Rights or Marks and subject to Licensor's Retained Rights, in:

- (1) any NFT minted, listed for sale or sold by Licensee; and
- (2) any advertising and promotional materials that Licensee uses on websites and other works created by or on behalf of Licensee subject to this License that contain or are derived from the IP Rights or that use the Marks.

B. Survival of VF's Rights. VF shall continue to own such copyrights after termination of this Intellectual Property License subject to the continuing obligations relating to the IP Rights including as identified in Sections III and IV.

III. LIMITATIONS AND RIGHTS REVOKED

A. Licensor's Retention of Rights. Licensor retains all rights in the IP Rights not expressly granted in the License in this Agreement. Licensee shall not use the designation and trademark (the "Licensor"), as a part of its identification including, without limitation, in the name of a newly formed corporation or other entity or the name of a new product or service without the express, prior written consent of Licensor, which consent may be granted or denied at Licensor's discretion.

B. Sublicensing as NFT Ownership. Licensor does not grant to Licensee, and nothing in this Agreement shall be construed as granting to Licensee, the right to license, sublicense or authorize others to use the IP Rights or the Marks other than the right for future owners of the Marks to List, Buy, Sell, Trade, Hold or Receive Mark related Rewards directly from the Licensor and/or Licensee as solely in connection with services provided by Licensee in connection with Licensor's related NFT's and services NFT Marketplaces' and other blockchain related services.

C. Licensor's Grant of Rights to Third Parties. During the Term of this Agreement, Licensor shall retain the sole and absolute right to grant "other" licenses for some or all of the IP Rights, NOT including the Marks, or services related to this agreement, nor affiliated with Licensee, nor infringing on the uses granted in this agreement and Licensor shall retain ownership only of those "other" IP Rights.

IV. QUALITY CONTROL

A. In General. Licensor and its Representatives (as defined herein) shall have the right to oversee the use of the IP Rights by Licensee.

B. Licensor's Policies and Standards. Licensee acknowledges that Licensor has provided, or will make available, to Licensee certain policies and standards necessary for the preservation of the goodwill and reputation associated with the Marks and the value associated with the IP Rights defined above. (Such collection of policies and standards as may be amended or supplemented from time to time by Licensor.) Licensee acknowledges that Licensor shall have the right from time to time in its reasonable discretion, to adopt new Policies & Standards or amend any existing Policies & Standards, which Licensee shall follow and adhere to in exercise of rights in the IP Rights hereunder. Licensor shall give written notice to Licensee of any subsequently adopted or amended Policies & Standards. Any such newly adopted or amended Policies & Standards shall take effect with respect to this Agreement ninety (90) days from receipt by Licensee.

C. Licensee's Compliance with Policies & Standards. "VF" shall at all times during the Term of this Agreement comply with, and shall cause each of its Controlled Affiliates as well as any agents, contractors or consultants providing promotional, marketing, or regulatory filing services to Licensee, at all times during the Term of this Agreement to comply with the Policies & Standards.

Licensor and Licensee acknowledge and agree that Licensee shall be responsible for any violation of or failure to comply with the Policies & Standards by any employee, manager, executive, director, contractor or other agent of Licensee, including, but not limited to, any failure to comply with the Policies & Standards when using in conjunction of NFT Marketplaces' and other blockchain related services. Licensor and Licensee acknowledge and agree that Licensee shall not be responsible for any violation of or failure to comply with the Policies & Standards in works created by any employee, manager, executive, director, contractor, or Affiliate of Licensor.

D. Licensee's Policies. Licensee shall have the right to adopt additional policies and standards ("**Licensee's Policies**") for the NFT Marketplaces' and other blockchain related services so long as same do not conflict with or contradict the Policies & Standards or Licensor's Retainer Rights. If any of Licensee's Policies conflict with or contradict any of the Policies & Standards or Licensor's Retained Rights, Licensee shall promptly discontinue use of such conflicting Licensee's Policies to the extent that such Licensee's Policies are in conflict with the Policies & Standards or Licensor's Retained Rights.

E. Modifications to IP Rights. Except as set forth in the Policies & Standards, Licensee shall not make or use any modification to any of the IP Rights without the prior express written approval of Licensor, which approval may not be unreasonably delayed or withheld.

F. Limitations on Licensee's Use. Licensee will use the Marks and other IP Rights for NFT Marketplaces' and other blockchain related services, solely in connection with the promotion of Licensee's relationship with Licensor, in Licensee's websites, advertising, promotional and other materials relating to Licensee's NFT's and services. Such use of the Marks and other IP Rights by Licensee shall also be consistent with and shall not be used beyond the scope of the services described on Appendix A (collectively, the "**The Mark, The Product & The Services**"). Licensee shall provide Licensor access to an online portal where the status of the use of the Marks and its related NFT Marketplaces' and other blockchain related services can be located.

V. OWNERSHIP AND INFRINGEMENT

A. Ownership. Licensee acknowledges and agrees that the IP Rights including, without limitation, the Marks and the goodwill associated with the IP Rights, are owned by Licensor and are the exclusive property of Licensor and can be used only with Licensor's prior written consent as granted through this License. Licensee will retain the goodwill in its business apart from the goodwill associated with the use of the Marks and IP Rights – with the exception of previously agreed upon and designated ownership of Marks. Licensee further acknowledges and agrees that upon the termination of this Agreement the Licensee's "fair share" of rights in the IP Rights shall cease, and Licensee shall have no interest in or right to use any of the IP Rights, with the exception of previously agreed upon rights, not including, any proprietary management systems or any trade secrets which may have come into the possession of Licensee. Licensee will not in any manner represent that it owns the IP Rights or any part or component of the IP Rights with the exception of the previously agreed upon "fees" and Marks allocated to Licensee and its NFT Marketplaces' and other blockchain related services as previously agreed upon as part of this agreement. Licensee hereby acknowledges that its use of the IP Rights shall not create any right, title, or interest in or to the IP Rights in favor of Licensee, but that all use by Licensee of the IP Rights shall inure to the sole benefit of and be on behalf of Licensor with the exception of the previously agreed upon "fees" and Marks allocated to Licensee and its NFT Marketplaces' and other blockchain related services as previously agreed upon as part of this agreement. Should Licensee use any part or component of the IP Rights or create any expansion of the Services in violation of this Agreement, Licensee shall execute and deliver to Licensor an assignment of all rights Licensee might have created in any work, trademark, or other intellectual property right using or including the IP Rights together with any goodwill associated with the IP Rights for such expansion of the Services. Licensor acknowledges that the sale of fractional interest as it relates to NFT Marketplaces' and other blockchain related services may distribute ownership rights

to the future owners of this Mark, may make these NFT's tradable, sellable, buyable or otherwise hold-able and exchangeable – the proceeds of which benefit past, present and future ownership on the blockchain, including Licensee and Licensor cumulatively.

B. Registrations; Corporate Names. Licensee will not register or apply to register any corporate name, trademark, copyright, design registrations or any other proprietary rights, in any country, state or other jurisdiction utilizing any part or component of the IP Rights, except that Licensee may use NFT Marketplaces' and other blockchain related services at will subject to the retained ownership by Licensor of the Marks and IP Rights.

C. Infringement. During the Term of the License, Licensee shall promptly notify Licensor in writing of any suspected or actual infringement of the Marks as may come to Licensee's attention. In the event of any suspected or actual infringement, Licensor has the right, but not the duty, to take any legal or applicable blockchain related action or other measures to protect the Marks against such infringement. Licensee shall cooperate with Licensor in any such actions or measures at Licensor's request and sole expense. In any action brought by Licensor: (a) Licensor shall retain full control thereof, including the settlement or other disposition of the action; and (b) any recovery shall be for the account of Licensor after such related fees paid to Licensee for good faith recovery actions, if any.

VI. TERM, TERMINATION AND EFFECT OF TERMINATION

A. Term. Unless earlier terminated in accordance with the terms of this Section VI, the term of this Agreement shall commence on the Effective Date and continue until the termination.

B. Remedies Upon Breach. Termination of this Agreement shall not excuse any failure to perform or breach of this Agreement by Licensee or Licensor, and Licensor and Licensee shall each be entitled to all remedies under this Agreement and at law or equity with respect to such failure or breach.

C. Transition Period. Following notice of the termination of this Agreement, Licensee shall have no greater than one hundred twenty (120) days (such time period being the "**Transition Period**") to cease use of the IP Rights. Notwithstanding anything to the contrary herein, during the Transition Period, Licensee may continue using the existing materials containing the IP Rights subject to the terms and conditions of this Agreement. Following the Transition Period, Licensee shall immediately and permanently discontinue all use of the IP Rights, including, without limitation, the Marks and further will remove all uses IP Rights, and Marks from the NFT Marketplaces' and

other blockchain related services; refrain from using any other mark, name, design, or any other designation confusingly similar to the designation and trademark (the “Licensor”), or any of the other IP Rights.

VII. BREACH AND REMEDIES

A. Notice and Cure Period. If Licensor in good faith determines that 3rd Party Works prepared for or by Licensee, or the use of IP Rights found in any such works that were not created by any employee, manager, executive, director, contractor, or Affiliate or Licensor and that fail to comply with any of the Policies & Standards or any other terms and conditions of this Agreement, Licensor shall give Licensee written notice of such failure and demand that Licensee, within thirty (30) days after the giving of such notice and demand, correct the failure or cause the failure to be corrected and submit evidence of such correction satisfactory to Licensor.

VIII. INDEMNITY

A. By Licensor.

1) Except to the extent, if any, otherwise expressly provided in this Agreement, Licensor assumes no liability to Licensee or to third parties with respect to the NFT’s and services advertised and sold by Licensee using the IP Rights.

2) Licensor agrees to indemnify and hold Licensee, its Controlled Affiliates, and their Representatives harmless from any and all damages, losses, costs, and liabilities (including, without limitation, reasonable legal fees and the cost of enforcing this indemnity, whether prior to, during or after trial, on appeal or in bankruptcy proceedings) that it or they may suffer or incur, that have arisen out of, resulted from or are related to: (1) any breach by Licensor of its representations, warranties, and covenants set forth in this Agreement or other failure by Licensor to comply with any of the other terms or conditions of this Agreement that result in material harm to “VF” or Controlled Affiliates; or (2) any disclosure or use of Confidential Information (as defined in Section X (A)) by Licensor or any of Licensor’s Affiliates or Representatives that is not permitted under the terms of Section X of this Agreement.

B. By “VF”. VF agrees to indemnify and hold Licensor, its Affiliates, and their Representatives harmless from any and all damages, losses, costs, and liabilities (including, without limitation, reasonable legal fees and the cost of enforcing this indemnity, whether prior to, during or after trial, on appeal or in bankruptcy proceedings) that it or they may suffer or incur, that have arisen out of, resulted from or are related to: (1) any claims, actions, or lawsuits by third parties against Licensor, its Affiliates, or any of their Representatives involving or arising from the NFT’s and services advertised and sold by Licensee or its use of IP Rights including without limit in Regulatory Filings by

Licensee to the extent not directly attributable to any fault of Licensor; (2) any disclosure or use of Confidential Information (as defined in Section X (A) below) by Licensee, or any of Licensee’s Representatives that is not permitted under the terms of Section X of this Agreement; (3) the failure by Licensee to comply with any of the Policies & Standards; or (4) any breach by Licensee of its representations, warranties, and covenants set forth in this Agreement, including the License granted in Section I, hereinabove, or other failure by Licensee to comply with any of the other terms or conditions of this Agreement, including the License.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. By Licensor. Licensor represents, warrants and covenants that Licensor is a corporation duly organized and in good standing under the laws of the State of Delaware; and that Licensor has full corporate power and authority, and has taken all corporate actions necessary to enter into this Agreement, to perform its obligations under this Agreement, and to grant the rights granted under this Agreement, and that this Agreement constitutes a legal, valid and binding agreement of Licensor, enforceable against Licensor in accordance with its terms.

B. By “VF”. VF represents, warrants and covenants that “VF” is a corporation duly organized and in good standing under the laws of the State of Delaware; and that “VF” has full corporate power and authority, and has taken all corporate actions and has obtained all necessary approvals or authorizations from any other third party and government authority, to enter into this Agreement, to perform its obligations under this Agreement, and to grant the rights granted under this Agreement, and that this Agreement constitutes a legal, valid and binding agreement of “VF”, enforceable against “VF” in accordance with its terms.

X. CONFIDENTIALITY

A. Confidential Information. For purposes of this Agreement: (1) “**Confidential Information**” means (a) with respect to Licensor, the Policies & Standards and confidential or proprietary information, financial or otherwise, about the business, affairs, and assets of Licensor or its Affiliates, and Licensor’s management strategies, whether or not any such documents, information, or materials are marked “confidential” or “proprietary”; and (b) with respect to Licensee, confidential or proprietary information, financial or otherwise, about the business, affairs, and assets of Licensee or its Controlled Affiliates; (2) “**Affiliate**” means any entity other than “VF” or any of its Controlled Affiliates, that controls, is controlled by, or is under common control with Licensor; (3) “**Controlled Affiliates**” means any entity that is controlled by “VF”;

(4) the term “**control**”, including the terms “**controlling**”, “**controlled by**” and “**under common control with**,” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise; (5) “**Representative**” means the employees, contractors, agents, directors, officers, legal counsel, accountants and financial advisors of a party; and (6) solely for the purposes of this Section X, references to a party by name or by reference to “party” shall include its Controlled Affiliates if the reference is to “VF”, and their Representatives unless the context indicates otherwise. **This Intellectual Property NFT Licensing Agreement and NFT Distribution Rider are NOT considered confidential.**

B. Exceptions. Notwithstanding the prohibition in Section X(B), a party (the “**Disclosing Party**”) shall be entitled to disclose Confidential Information about the other parties (the “**Non-Disclosing Parties**”): (1) where “VF” is the Disclosing Party, to its Controlled Affiliates and its and their Representatives to the extent necessary to permit “VF”, its Controlled Affiliates, and its and their Representatives to produce Licensee’s NFT’s and services and with respect to Licensor, to its Affiliates and its and their Representatives to perform their obligations hereunder; (2) to the extent such information becomes lawfully part of the public domain or is obtained from a third-party other than in violation of this or any other restrictive agreement with the Disclosing Party, its Affiliates or Controlled Affiliates (as applicable) and their Representatives; (3) as compelled or required by a valid subpoena or other legal mandate; provided, however, in the event that the Disclosing Party or its Representatives receive such a subpoena or other legal mandate, it shall provide the Non-Disclosing Parties with prompt written notice of same as far in advance as practicable of the date the Disclosing Party is required to make such disclosure so that the Non-Disclosing Parties may seek an appropriate protective order for the Confidential Information or waive compliance with the provisions of Section X (B); and in the absence of a protective order or the receipt of a waiver hereunder, the Disclosing Party or any of its Representatives is nonetheless, in the written opinion of such party’s legal counsel, so compelled to disclose the Confidential Information, such party or its Representative may disclose only that portion of the Confidential Information that is, based on the written advice of its legal counsel, legally required to be disclosed; (4) as required by applicable law, rule or regulation, including without limitation, the rules of any exchange or quotation system on which Licensee’s, its Controlled Affiliates’, Licensor’s, or its Affiliates’ class or series of equity is listed or quoted for trading, as applicable; (5) as is necessary to enforce the terms of this Agreement.

C. Obligations Upon Termination. Upon a termination of this Agreement for whatever reason, each party shall

promptly return, in the manner reasonably directed by the other parties, all of the Confidential Information that has been furnished to it or, alternatively, each party shall promptly destroy copies of all documents or materials in its possession or control that contain Confidential Information or portions of Confidential Information of the other parties, in whatever form or medium such copies or portions are contained, whether tangible, electronic, or otherwise, unless retention of same is required by Federal, state or other law, rule or regulation; and shall timely furnish to the other parties a written certificate to the reasonable satisfaction of the other party certifying that such destruction has taken place.

XI. GENERAL PROVISIONS

A. Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder shall be governed by the laws of the State of Delaware without regard to conflict of law rules or principles that could result in the application of the laws of any other jurisdiction.

B. Waiver. No waiver of any provision or any default by any party shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver by any party shall be binding unless executed in writing by such party.

C. Binding Effect. This Agreement shall be binding on the parties to this Agreement and their successors and permitted assigns.

D. Entire Agreement. This Agreement and the Appendices constitute the entire agreement between the parties pertaining to this subject matter and supersede all prior and contemporaneous agreements, representations and understandings of the parties.

E. Modification. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the parties.

F. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

G. Conflicts. In the event of any conflict between the terms of this Agreement and the Policies & Standards, this Agreement shall control.

H. Severability. In the event any terms or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and conditions of this Agreement shall remain in full force and effect if the essential terms and conditions of this

Agreement for each party remain valid, binding and enforceable.

I. Headings. The section headings inserted in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

J. Construction. The language in this Agreement will be construed as a whole according to its fair meaning and no

Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above. Any notice given as set forth in this Section XII will be effective on the day of hand delivery, two (2) business days after mailing, the next business day if sent by overnight commercial courier

Party will be deemed to be the drafter of this Agreement in any action that may later arise between the Parties.

K. Notices. All notices, consents and other communications under this Agreement (other than Licensor's transmission of the Policies & Standards) must be given by facsimile; hand delivery; United States certified mail, return receipt requested, postage prepaid; or by an overnight commercial courier service, addressed on signature page.

service, or the day of receipt by the other party if given by facsimile letter (or the next business day if the day of receipt is not a business day).

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first written above.

Licensee/Distributor:
Valorem Foundation, Inc a/k/a
NFT.AdValorem.io
Email: Info@AdValorem.io

VALOREM FOUNDATION, INC A/K/A/ NFT.ADVALOREM.IO

EXCLUSIVE INTELLECTUAL PROPERTY & NFT DISTRIBUTION AGREEMENT RIDER

This **NFT EXCLUSIVE DISTRIBUTION RIDER** (this “**NFT RIDER**”) is entered into as of **Today’s date** (the “**Effective Profile Completion Date**”), and shall exist until effective of **Termination Date** (the “**Effective Profile Deletion Date**”) by and between (“**Licensor/Company**”), (aka “**User**” aka “**Business Owner**” “**Creator**”), an individual or entity (“**Entity Type/State of Incorporation**”) and **VALOREM FOUNDATION, INC.**, a Delaware corporation (“**VF**”) (“**VF**” and its Controlled Affiliates (as hereinafter defined) are collectively referred to herein as “**Licensee/Distributor**”). In consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions

As used herein, the following terms shall have the meanings set forth below:

- a) **Non-Fungible Token a/k/a/ “NFT”** is an ERC-721 based Protocol on the Ethereum blockchain.
- b) **ERC-721 Protocol** refers to a token standard that can be found on the Ethereum blockchain. The more common term used to refer to these assets is non-fungible tokens. A plane ticket or a trading card is an example of something non-fungible.
- c) **Minting** - What is minting an NFT? When you decide to create an NFT, you must first “mint” the digital version of your IP. Minting IP refers to the act of tokenizing, i.e. uploading it to a given marketplace platform and issuing a token to guarantee its authenticity.
- d) **How do I list my NFT for sale?** After you've set the reserve, click “List your NFT” for auction to continue. Your MetaMask Wallet will prompt you to confirm the transaction and pay the requisite gas fee (if you need a refresher on gas fees, read more here).
- e) **MetaMask Wallet** is a cryptocurrency wallet but also a web browser extension (available in Chrome, Firefox and Brave) used to store, send and receive Ethereum, ERC20, ERC721, ERC1155 protocol based tokens. In other words, it allows users to make Ethereum transactions through regular websites. MetaMask can be used to store keys for Ethereum cryptocurrencies only.
- f) **Trading** - NFTs are collectible crypto assets, intended to represent a unique digital item that can be bought, sold, or traded
- g) **Transferring** - You can transfer your NFT to another wallet using MetaMask.
- h) **Intellectual Property** – Copyrights, patents, trademarks, and trade Secrets – four types of Intellectual Properties.
- i) **Smart Contract** - Smart contracts are simply programs stored on a blockchain that run when predetermined conditions are met. They typically are used to automate the execution of an agreement so that all participants can be immediately certain of the

outcome, without any intermediary's involvement or time loss.

- j) **Ethereum blockchain** - Ethereum is a decentralized, open-source blockchain with smart contract functionality. Ether is the native cryptocurrency of the platform. Amongst cryptocurrencies, Ether is second only to Bitcoin in market capitalization.
- k) **MetaData** - Metadata is defined as the data providing information about one or more aspects of the data; it is used to summarize basic information about data which can make tracking and working with specific data easier. ... Means of creation of the data. Purpose of the data. Time and date of creation. Creator or author of the data. **Complete Details can be located on Appendix A.**

2. Appointment. Licensor/Company hereby appoints **Valorem Foundation, Inc** “**VF**” as its exclusive Licensee/Distributor for the Products a/k/a “**NFT’s (NON-FUNGIBLE TOKENS)**” in the Territory a/k/a “**WORLDWIDE**”. VF’s sole authority shall be to solicit orders for the NFT’s worldwide in accordance with the terms of this NFT Rider.

3. General Duties. VF shall use its best efforts to promote the NFT’s and maximize the sale of the NFT’s worldwide. VF shall also provide reasonable assistance to Licensor/Company in promotional activities with respect to the NFT’s. VF shall also provide reasonable "after sale" support to Product purchasers and generally perform such sales related activities as are reasonable to promote the NFT’s and the goodwill of the Licensor/Company worldwide. VF shall provide the Licensor/Company with portal access on NFT.AdValorem.io where sales of the NFT’s and marketing activities of the previous month can be visible. VF is tasked in soliciting orders from all potential customers worldwide including individuals, businesses, government entities, resellers, dealers, retailers, and creating a market for the Product.

4. Reserved Rights. Licensor/Company reserves the right to exhibit, advertise, market, attend trade shows, and solicit orders directly from and sell directly to any end-

users or other retail buyers worldwide. Licensor/Company further reserves the right to enter into any agreements, partnerships, associations, joint ventures, OEM contracts, or other business relationships with manufacturers, suppliers, or other parties to help facilitate sales through their exclusive Licensee/Distributor, VF.

5. Conflict of Interest. VF warrants to Licensor/Company that it does not currently represent or promote any lines or NFT's that compete with the NFT's.

6. Independent Contractor. VF is an independent contractor, and nothing contained in this Agreement shall be construed to (1) give either party the power to direct and control the day-to-day activities of the other; (2) constitute the parties as partners, joint venturers, co-owners or otherwise; or (3) allow VF to create or assume any obligation on behalf of Licensor/Company for any purpose. VF is not an employee of Licensor/Company and is not entitled to any employee benefits. VF shall be responsible for paying all applicable taxes. All financial and other obligations associated with VF's business are the sole responsibility of VF.

7. Indemnification.

A. Indemnification by VF. VF shall indemnify and hold Licensor/Company free and harmless from any and all claims, damages, or lawsuits (including attorneys' fees) arising out of intentional or negligent acts or omissions by VF, its employees and/or agents.

B. Indemnification by Company. Licensor/Company shall indemnify and hold VF free and harmless for any and all claims, damages, or lawsuits (including attorneys' fees) arising out of defects/customer dissatisfactions or lack of rewards as applicable in the NFT's caused by Company.

8. Software. VF may at its own cost and expense construct for use and sale with the NFT's. All software shall be deemed to be a "work made for hire" and Licensor/Company shall have no claim to any part of it and cannot dictate its operation under any circumstances.

9. Purchases and Sale of the NFT's.

A. Licensor/Company agrees to transfer to VF and VF agrees to distribute specified IP Rights and Marks on various NFT Marketplaces' and other blockchain related services subject to the terms and conditions as referred to in Appendix A.

B. Orders. All orders for the NFT's shall be reported to Licensor/Company through their designated portal on NFT.AdValorem.io

C. Any new leads/inquiries for the Product shall be promptly submitted to VF. All leads/inquiries shall be submitted to VF by email within five (1) business day for follow up.

10. NFT Metadata. The nature of this Product dictates that any warranties, implied or specified rest solely with the Metadata provided in a permalink from NFT.AdValorem.io to the purchaser. This link will hold all applicable information related to the IP Rights and benefits of the purchase. Licensor/Company is responsible for supplying any material information related to the purchase to VF promptly so it may remain permanently.

11. Product Availability. Licensor/Company shall use its best efforts in providing orders by prominently advertising the product in their stores and making sure their customers know where to purchase it in a reasonable and timely fashion. VF shall immediately notify Licensor/Company of any known or anticipated delays in filling orders.

12. Additional Responsibilities of VF.

A. Expense of Doing Business. VF shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement.

B. Facilities. VF shall provide itself with, and be solely responsible for,

(1) such facilities, employees, and business organization, and

(2) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as are necessary for the conduct of VF business operations in accordance with this Agreement.

C. Promotion of the NFT's. VF shall, at its own expense, vigorously promote the sale of and stimulate demand for the NFT's by direct solicitation. In no event shall VF make any representation, guarantees, or warranties concerning the NFT's except as expressly authorized by Licensor/Company.

D. Customer Service. VF shall diligently assist and educate customers' in purchasing the NFT's

13. Additional Obligations of Company.

A. Assistance in Promotion. Licensor/Company shall assist VF with marketing and technical information concerning the NFT's by prominently displaying signage provided by VF in their business. Licensor/Company will make every effort to communicate the benefits of their

product to their customers and educate them on how to contact VF to purchase it

B. New Developments. Licensor/Company shall inform VF of any new product developments that are competitive with the NFT's and other market information and competitive information as discovered from time to time.

14. IP Rights and Marks

A. Use. During the term of this Agreement, VF shall have the right to indicate to the public that it is an authorized Licensed Distributor of Licensor/Company's NFT's and to advertise NFT's under the trademarks, service marks, and trade names that Licensor/Company may adopt from time to time "IP Rights." VF shall not receive any rights, titles, or interest in Marks, unless otherwise specified. At no time during the term of this Agreement or at any time thereafter shall VF challenge or assist others in challenging Company's Marks or the registration thereof or attempt to register any trademarks, service marks, or trade name confusingly similar to those of Company. Licensor/Company does not grant to VF, and nothing in this Agreement shall be construed as granting to VF, the right to license, sublicense or authorize others to use the IP Rights or the Marks other than the right for future owners of the NFT's to List, Buy, Sell, Trade, Hold or Receive NFT's related Rewards directly from the Licensor and/or Licensee as solely in connection with services provided by Licensee in connection with Licensor's related NFT's and NFT Marketplaces' and other blockchain related services

B. Approval of Representations. All NFT's of Licensor/Company Marks VF intends to use shall first be submitted to Licensor/Company for written approval which shall not be unreasonably withheld based on of design, color, and other details or shall be exact copies of those used by Company. **Reasonable variations shall always be expressly permitted without written approval.**

15. Termination

A. Termination for Breach. If either party defaults in performance of any material obligation in this Agreement, other party may give written notice and if the default is not cured within thirty (30) days following such notice, the Agreement will be terminated.

B. Return of Materials. All of Licensor/Company's future trademarks, trade names, patents, copyrights, designs, drawings, formula, or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Licensor/Company. Within thirty (90) days after termination of this Agreement, VF shall return all such materials to Licensor/Company. Effective

upon the termination of this Agreement, VF shall cease to use all trademarks, service marks, and trade names of Company.

16. Limitation on Liability. In the event of termination by either party in accordance with any provisions of this agreement, neither party shall be held liable to the other, because of termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investment, leases or commitments in connection with the business or goodwill of Licensor/Company or VF.

17. Confidentiality. VF acknowledges that by reason of its relationship to Licensor/Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and NFT's that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. VF agrees that it shall not disclose to any third party, any such confidential information revealed to it by Licensor/Company. Upon specific request, Licensor/Company shall advise VF whether or not it considers any particular information or materials to be confidential. VF shall not publish any technical description of the NFT's beyond the description published by Company. **This NFT Rider is excluded from confidentiality.**

18. Notices. All notices required or permitted by this agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service.

19. Assignment. Neither party shall have the right to assign its interest in this Agreement to any other party, unless the prior written consent of the other party is obtained. However, Licensor/Company may assign its rights and duties hereunder in connection with a merger, consolidation, spin-off, corporate reorganization, acquisition, or sale of all or substantially all the assets of the party without obtaining prior written consent. This Agreement shall be binding upon and inure to any successors or assigns of the parties.

20. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Delaware.

21. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason,

the remaining provisions shall continue to be valid and enforceable. If any court or body of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. However, the invalidity or limitation of any such provision shall not affect the validity of the remaining provisions.

23. Section Headings. The section headings used in this Agreement are inserted for the purpose of convenience only and shall not be construed to limit or extend any provision hereof. The below signed parties hereby acknowledge that they have read and understand the entire Agreement, that they have authority to enter this Agreement on behalf of their respective organizations, and that they have freely and voluntarily executed this Agreement as of the day and year first written above.

