



NFT Service Agreement

THIS NFT SERVICE AGREEMENT is made the 15th day of August 2022 (the "Agreement")

BACKGROUND

- (A) The Creator is the creator and the rightful owner of the Subject Matter (as defined in clause 1.1).
- (B) The NFT Service Provider is engaged in the business of providing technology services for tokenising objects as NFTs, whether by itself or through its affiliates which operates and maintains the Platform.
- (C) The Creator wishes to engage the NFT Service Provider to tokenising the Subject Matter as NFTs after which the Creator agrees to promote the Platform on the terms and conditions of this Agreement.

IT IS HEREBY AGREED:

Unless otherwise defined, all the definitions and the Schedules including Schedule 3 Standard Terms and Conditions shall apply to this Agreement.

1. NFT Minting Service

- 1.1 The Creator hereby irrevocably acknowledges, understands, and agrees to grant to the NFT Service Provider, its affiliates and successors, a world-wide, assignable, sublicensable, exclusive licence to tokenise the Subject Matter into NFTs.
- 1.2 The Creator agrees that the NFT Service Provider has the full editorial right to carry out any amendment on any of the Subject Matter licensed to the NFT Service Provider for the purpose of minting the NFTs.
- 1.3 Notwithstanding the NFT Service Provider agrees to provide the NFT minting services for the Creator, the NFT Service provider shall not be responsible for any risks or defaults of the NFTs delivered including any breakdown of the server which links the NFT and the underlying Collectible.
- 1.4 In consideration of the NFT Service Provider minting the NFTs, the Creator agrees to pay the minting fee in accordance with Clause 5.1 of this Agreement.

2. Creator's obligations and rights

- 2.1 The Creator shall obtain, at its own cost, all clearances, consents and provisions (including from any relevant authorities, collecting societies and other relevant third parties) that are required in connection with its exploitation of the Subject Matter, and

shall pay any applicable fees and royalties to any relevant collection societies in accordance with their rules or third parties (if applicable).

- 2.2 The Creator shall provide access of the Delivery Materials in any media, formats, means or forms, regardless of whether it is physical or virtual, to the NFT Service Provider on or before the Delivery Date.
- 2.3 The Creator expressly retains the ownership of the Subject Matter for its own and third party exploitation. The Creator may develop, market and promote original Subject Matter in any media or format without subject to any terms and conditions of this Agreement.
- 2.4 All Initial Sales of the NFTs minted by the NFT Service Provider shall be exclusively conducted on the Platform. Any Secondary Sale may be conducted on the Platform or the Other Platforms.
- 2.5 The Creator shall use its best efforts to promote and market the NFTs, the Collectibles and in particular also advertise the Platform appropriately via social media on Discord/ Facebook / Instagram/ Twitter (the "Social Media"). The Creator shall publish at least two (2) social media feeds (the "Social Media Feeds") every two weeks starting from the date when the NFTs are first delivered to the Creator, either in English or Chinese at the choice of the Creator. The Social Media Feeds to be published shall not relate to other products but the Collectibles, the NFTs or the Platform only.
- 2.6 Each Social Media Feed shall include visual graphic and written description and be tagged with the respective social accounts of the Platform. The NFT Service Provider may provide the Creator with clichés with the corporate logo, lettering etc. for the purpose of advertising and promotion of the Platform, when such material is available.
- 2.7 All Social Media Feeds shall comply with the advertising and promotion concept specified by the NFT Service Provider, shall be agreed with the NFT Service Provider, and shall be approved in writing by the NFT Service Provider five (5) Business Days before intended publishing date of the Social Media Feed (the "Intended Publishing Date") which shall be mutually agreed by both Parties. The NFT Service Provider shall inform the Creator of its decision of the approval no later than one (1) Business Day before the Intended Publishing Date.
- 2.8 The NFT Service Provider has the absolute discretion towards the content of the Social Media Feed and is not obliged to provide any reasons or explanation for not approving any draft Social Media Feed submitted by the Creator. Any non-approved Social Media Feeds by the NFT Service Provider shall not be published in whatever means by the Creator and shall not be counted as the Social Media Feed which the Creator is required to fulfill under this Agreement.

2.9 The Creator shall adopt and use the advertising strategy, promotion campaigns and corporate identity presentation developed and proposed by the NFT Service Provider when drafting the Social Media Feeds. To further enhance the promotion effect, the NFT Service Provider may, where appropriate, suggest and specify the dates and time for specific promotional themes with due notice. The Creator agrees to participate in such campaigns. The NFT Service Provider shall provide the Creator with the relevant materials and information as and when appropriate.

2.10 Taking into account any requirements of the Social Media Feed as to the content and form, the Creator shall keep the NFT Service Provider informed on its activities and the general market development, in particular on the reception of the Social Media Feeds, the Subject Matter, the NFTs and the Collectibles.

3. NFT Service Provider's obligations and rights

3.1 The NFT Service Provider may only change or amend the Subject Matter for the purpose of tokenising into the NFTs.

3.2 The NFT Service Provider shall comply with all applicable laws in performing its obligations and exercising its rights under this Agreement.

4. Intellectual Property Rights

4.1 The Creator retains ownership and title of all Intellectual Property Rights in the Subject Matter, the Collectible, the NFTs and shall not be challenged by the NFT Service Provider in any circumstances.

5. Fees

5.1 The Creator shall initially deposit approximately 80 USD to the Metamask Wallet as the minting fee (the "Minting Fee") of tokenising the Subject Matter for each NFT to be minted. The NFT Service Provider shall reimburse the Creator its Minting Fee paid for every ten (10) NFTs minted on or before 31 August 2022 on the condition that the Initial Sale of the NFTs minted will be conducted exclusively in the Platform.

6. Termination

6.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement without any reasons by serving written notice to the other Party seven days in advance of the termination.

6.2 Without affecting any other right or remedy available to it and subject to Clause 6.1, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the Creator infringes a third party's Intellectual Property Rights;
- (b) either Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy

that breach within a period of seven (7) Business Days after being notified in writing to do so;

- (c) either Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) a person becomes entitled to appoint a receiver over all or any of the assets of either Party or a receiver is appointed over all or any of the assets of either Party; or
- (e) either Party (being an individual) is the subject of a bankruptcy petition, application or similar order.

6.3 For the purpose of 11.2(b), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:

- (a) a substantial portion of this Agreement; or
- (b) any of the obligations set out in Clauses 2 and 3,

over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurred by some accident, mishap, mistake or misunderstanding.

6.4 On any termination of this Agreement:

- (a) all rights and authorisations granted by the Creator to the NFT Service Provider under this Agreement shall automatically terminate and immediately revert to the Creator; and
- (b) Either party shall immediately cease all sale, marketing and promotion of the NFT(s). The published Social Media Feeds shall nevertheless remain in the Social Media unless instructed otherwise by the NFT Service Provider, while those unpublished Social Media Feeds shall remain confidential.

7. Miscellaneous

This Agreement must be read subject to the definitions and terms and conditions stipulated in Schedule 3 Terms and Conditions. Capitalised terms in this Agreement shall have the meaning as those defined in the definition in Schedule 3 Terms and Conditions. All the terms and provisions in Schedule 3 Terms and Conditions shall incorporate and insert to this Agreement as if they are in one single agreement. This Agreement and all the Schedules including this Schedule 3 Terms and Conditions shall constitute one single agreement between the Parties with full force and effect.

8. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hong Kong.

9. Jurisdiction

- 9.1 Any dispute arising out of or in connection with this Agreement (including without limitation the enforceability of this Clause 8.1 or any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the Administered Arbitration Rules of the Hong Kong International Arbitration Centre (“HKIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause 8.1. The seat of the arbitration shall be Hong Kong. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
- 9.2 The arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Schedule 1 Specification of the Subject Matter

a) The Subject Matter shall comprise the following:

1. A series of 10 NFTs as 1 Collection
2. The respective 10 NFTs to be minted and sold on SOLARR Square (SOLARR's NFT platform)
3. Respective to the Collection, two social media feeds with respective visual and copywriting published by the Creator on Creator's Instagram, Facebook, Twitter or Discord (with both copywriting and visual approval by SOLARR prior to feed publishing).

b) The Delivery Materials adapted, extracted or derived from the Subject Matter shall be delivered in the following Adaptations:

- 1024 x 1024 pixel
- JPG or PNG
- Static visual

Creator's completion of the above redeems the following:

1. Minting waiver (ERC-721 / ERC-1155) will be deposited to creator's crypto wallet
2. Marketing exposure to more than 100K members on SOLARR's community and social media channels
3. Transform one of the submitted NFTs into one Metaverse wearable
4. Up to two submitted NFTs featured in SOLARR City Metaverse Gallery
5. Creator becomes a Featured Creator on SOLARR Square

Schedule 2 Number of NFTs to be generated

The number of NFTs that the NFT Service Provider can generate based on the Subject Matter is set out below:

Subject Matter	Number of NFTs
Collectible 1: two selected NFTs displayed in SOLARR's Metaverse Gallery at SOLARR City	2
Collectible 2: one NFT transformed as one wearable NFT	1

Schedule 3 Terms and Conditions

The NFT Service Agreement and all the Schedules including this Schedule 3 Terms and Conditions shall constitute one single Agreement between the Parties.

1. Definitions and interpretation

1.1 The definitions and rules of interpretation in this Clause apply to NFT Service Agreement.

1 **Adaptations:** the forms, media, formats or means which the Delivery Materials shall be delivered by the Creator to the NFT Service Provider, details of which are set out in Schedule 1.

2 **Business Day:** a day, other than a Saturday, Sunday or public holiday in Hong Kong, when banks are open for business.

3 **Collectibles:** the association on Ethereum (or other similar blockchain-based token standard which is associated with the Solidity programming language) of an NFT with a Uniform Resource Identifier ("URI") identifying an appropriately configured JSON (JavaScript Object Notation) file conforming to the ERC-721 Metadata JSON Schema, ERC-1155 Metadata URI JSON Schema or a similar JSON schema, as applicable (such JSON file, the "Collectible ID"). A Collectible can consist of, but is not limited to: visual works, audiovisual works, animations, audio, photographs, 3D works and other creative digital works.

4 **Collectible ID:** specifies the properties of the Collectible, including the name and description of the Collectible (the "Collectible Descriptors"), a URI identifying any image file associated with the Collectible (the "Collectible Image") and potentially other "metadata" associated with the Collectible (the Collectible Descriptors, Collectible Image and such other metadata, collectively, the "Collectible Metadata"). The Collectible

Metadata for Collectibles created by NFT Service Provider are stored on the Ethereum blockchain network or other similar network.

- 5 **Confidential Information:** any information (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) which is not publicly available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence. This includes know-how and information about design, development, specifications, manuals, instructions, customer lists, sales, marketing, promotion, distribution, business plans, forecasts, and technical or other expertise.
- 6 **Control:** of an entity, means (and, with correlative meaning, “Controls” and “Controlled”) (i) ownership of more than 50% of the outstanding shares or other existing interests or registered capital of such entity or (ii) the power to direct the management or policies of such entity, whether through the ownership of more than 50% of the voting power of such entity, through the power to appoint a majority of the members of the board of directors or similar governing body of such entity, through contractual arrangements or otherwise; and the expression change of control shall be construed accordingly.
- 7 **Delivery Date:** 15 August 2022, the date of which the NFT Service Provider has the access of the Subject Matter from the Creator.
- 8 **Delivery Materials:** the materials comprising the Subject Matter, in any electronic form, to be accessed by the NFT Service Provider, as described in Schedule 1.
- 9 **Ethereum:** means the Ethereum mainnet and the consensus blockchain for such mainnet (networkID:1, chainID:1) as recognised by the official Go Ethereum Client, or if applicable, the network and blockchain generally recognised as the legitimate successor thereto.
- 10 **Hong Kong:** the Hong Kong Special Administrative Region of the People’s Republic of China.
- 11 **Initial Sale(s):** the first and initial sale(s) of the NFTs by the Creator upon their creation by the NFT Service Provider.
- 12 **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trademarks, business names and domain names, goodwill and the right to sue for passing off, 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 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 part of the world.

- 13 **NFTs:** the blockchain-based tokens complying with the ERC-721 standard, ERC-1155 standard or another similar “non-fungible” token standard which is associated with Solidity programming language. NFTs are intended to be “non-fungible” tokens representing a unique Collectible. NFTs may include but are not limited to Collectibles, game items, digital art, event tickets, domain names, or ownership records for physical non-digital assets.
- 14 **Other Platforms:** any trading platforms other than the Platform, which allow other users to place orders to purchase, as well as make offers to sell NFTs (including the NFTs) to prospective purchasers.
- 15 **Platform:** the website (<https://nft.solarr.io>) which is established, operated and maintained by the NFT Service Provider, including any related mobile applications, and all upgrades and enhancements to the Platform that may be provided.
- 16 **Secondary Sale(s):** any sale(s) of the NFTs that is/are subsequent to any of the Initial Sales.
- 17 **Subject Matter:** all content including arts, design, drawings, text, information, data, software, executable code, images, audio, or video material in any media, medium or form that may be associated with a Collectible provided by the Creator to the NFT Service Provider, as described in Schedule 1.

2. Warranties

- 2.1 Each Party warrants to the other that it has full power and authority to enter into and perform its obligations under this Agreement.
- 2.2 The Creator expressly represents and warrants that the Subject Matter is his/her/its original creation.
- 2.3 The Creator is prohibited from including any Subject Matter consisting of unlicensed or unauthorised copyright Subject Matter, including any imagery, design, audio, video, human likeness, or other unoriginal Subject Matter not created by the Creator, not authorised for use by the Creator, not in the public domain, or otherwise without a valid claim of fair use.
- 2.4 The Creator warrants that the Subject Matter does not infringe any third party's Intellectual Property Rights.

- 2.5 The Creator can only include the Subject Matter that the Creator personally creates and the Creator must refrain from including Subject Matter to which Intellectual Property Rights are unknown or disputed (i.e. commissioned work or “works made for hire”).
- 2.6 The Creator expressly represents and warrants that the Subject Matter contains only original artistic Subject Matter. To the extent the Subject Matter contains any unoriginal Subject Matter, including Subject Matter produced by other third parties, the Creator further represents and warrants that it has permission to incorporate the unoriginal Subject Matter. The Creator represents and warrants that the sale, display or performance of NFTs is not a violation of any agreement, contract, or obligation owed to a third-party.
- 2.7 The Creator hereby acknowledges, understands and agrees that creating a NFT constitutes an express representation, warranty, and covenant that the Creator has not, will not, and will not cause another to list, tokenise, or create another cryptographic token or NFT representing a digital Collectible for the same Subject Matter, excepting without limitation, the Creator’s ability to list, tokenise, or create a cryptographic token or other digital asset representing a legal, economic, or other interest relating to any of the exclusive rights which still belong to the Creator under relevant applicable law.
- 2.8 The NFT Service Provider warrants that its use of the Subject Matter in the NFTs and its development and use of any NFTs:
- (a) will not infringe any third party's Intellectual Property Rights;
 - (b) is not defamatory, libellous, obscene, or otherwise unlawful;
 - (c) does not violate any applicable law, statute or subordinate legislation; and
 - (d) does not, to the best of its knowledge and belief, contain any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information.

3. Indemnity

- 3.1 The Creator shall indemnify the NFT Service Provider upon demand against all claims, liabilities and expenses arising out of any claim that the NFT Service Provider's use of the Subject Matter, duly approved in accordance with the provisions of this Agreement, infringes the rights of any third party.

4. Infringement

- 4.1 Each Party shall promptly notify the other of any actual or suspected infringement of the Subject Matter that comes to its attention (the “Infringement”).

The NFT Service Provider shall, at the expense of the Creator, co-operate fully with the Creator by taking all steps required by the Creator (in its sole discretion) in connection with any Infringement, including, without limitation, legal proceedings in the name of the Creator or in the joint names of the Parties. The Creator shall be responsible for the cost of any legal

proceedings it requires, and is entitled to any damages, account of profits and/or awards of costs recovered.

5. Liability

5.1 Save where expressly provided, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

5.2 Nothing in this Agreement shall operate to exclude or limit the Creator's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud; or
- (c) any other liability which cannot be excluded or limited under applicable law.

5.3 Subject to Clause 5.2 of this Schedule, the Creator's liability, whether in contract, tort (including negligence), or otherwise and whether in connection with this Agreement or any collateral contract, shall not exceed HK\$1,000.00.

6. Third party rights

6.1 Notwithstanding that any term of this Agreement purports to confer a benefit on any person who is not a Party to this Agreement, a person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any provision of this Agreement.

7. Assignment and other dealings

7.1 The NFT Service Provider may at any time assign, transfer, mortgage, charge, subcontract, sub-license, delegate, declare a trust over or deal in any manner with this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the Creator.

7.2 The Creator shall not at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

8. Force majeure

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one (1) month, the party not affected may terminate this Agreement by giving seven (7) Business Days written notice to the affected party.

9. Severance

- 9.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 9.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 9.1 of this Schedule, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. Counterparts

- 10.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

11. No partnership or agency

- 11.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 11.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

12. Confidentiality

- 12.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of one (1) year after the expiry or termination of this Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party, nor any of the terms of this Agreement, except as permitted by Clause 12.2.
- 12.2 Each Party may disclose the other Party's Confidential Information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 12.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this

Agreement.

13. Notices

- 13.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be by email to creators@solarr.xyz;
- 13.2 Any notice shall be deemed to have been received at the moment when the email is sent.
- 13.3 This Clause 13 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. Inadequacy of damages

Without prejudice to any other rights or remedies that the NFT Service Provider may have, the Creator acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the NFT Service Provider. Accordingly, the NFT Service Provider shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

15. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).