

NFT Terms

Last Revised: 24 February 2022

PART A

Description of the rights attributed to the NFT Holder of the Lifetime Season Ticket Tribuna d'Onore a Vita NFT (the "NFT")

Please read this NFT terms agreement (the "**NFT Terms**") carefully as it contains important information about your legal rights, remedies, and obligations.

These NFT Terms:

- a) govern the relationship between the NFT Issuer and the NFT Holder; and
- b) set out the rights attaching to the NFT and the limitations attaching to those rights.

By purchasing the NFT, you are entering into a binding contract with the NFT Issuer and you represent that (1) you have read, understand, and agree to be bound by these NFT Terms; (2) you are of legal age to form a binding contract with the NFT Issuer; and (3) you have the authority to enter into the NFT Terms personally or on behalf of any company that constitutes the NFT Holder, and to bind that company to these NFT Terms. The terms "you" or "they" refers to the individual or company, as applicable, that is the NFT Holder, and the terms "we", "us", or "our" refer to the NFT Issuer.

The NFT Issuer is not the operator of the Events connected with the Lifetime Season Ticket and the organisation of these Events and issuance of any tickets relating to the events is carried out by one of our Affiliates or a third party operator of the Event from time to time.

Your use of, and receipt of or participation in, certain Rights may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be (i) listed in these NFT Terms; or (ii) presented to you for your acceptance when you claim or exercise (as applicable) the relevant Right(s). If these NFT Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Rights only.

We may modify these NFT Terms from time to time in which case we will update the "Last Revised" date at the top of these NFT Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by placing a prominent notice on the Website. However, it is your sole responsibility to review these NFT Terms from time to time to view any such changes. The updated NFT Terms will be effective as of the time of posting, or such later date as may be specified in the updated NFT Terms. Your continued holding of the NFT or use of the Rights after the modifications have become effective will be deemed your acceptance of the modified NFT Terms.

(1) Definitions

"**Affiliates**" in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

"**Assigned Seats**" means the best available seats in the VIP area of the Stadium as determined by the NFT Issuer in consultation with the Company from time to time.

"**Cancelled Event**" has the meaning given to it in section 5(a) of PART A.

"**Company**" means Como 1907 S.r.l.

"**Company IP**" has the meaning given to it in section 1(d) of PART B.

“Complementary Rights” means the rights set out in section 4 of PART A.

“Designee” has the meaning given to it in section 3 of PART B.

“Entities” has the meaning given to it in section 3(d) of PART B.

“Governmental Authority” means any (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; or (iii) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

“Laws” means any federal, state, provincial, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

“Lifetime Season Ticket” means a ticket which gives access to the Stadium to attend every official home match played by the Company at the Stadium during the relevant sports season, in the Assigned Seats in accordance with the match schedule (date, time and place) set by the organizer of the competition (each an “**Event**”) and any change thereof, irrespective of the cause of any such change, lasting for 50 consecutive sports seasons starting with the sports season during which the NFT Auction completes.

“NFT Auction” means the auction of the NFT on the OpenSea Platform under the OpenSea Platform Rules.

“NFT Holder” means the holder of the NFT from time to time.

“NFT Issuer” means Blue Oceans Brothers Limited.

“NFT Terms” has the meaning given to it in PART A.

“OpenSea Platform” means the OpenSea.io website, owned and operated by Ozone Networks, Inc. d/b/a OpenSea.

“OpenSea Platform Rules” means the OpenSea Platform terms of service, as amended from time to time.

“Rights” means the Lifetime Season Ticket and the Complementary Rights.

“Sanctions” has the meaning given to it in section 3(b) of PART A.

“Stadium” means the Giuseppe Sinigaglia Stadium of Como.

“Supplemental Terms” has the meaning given to it in PART A.

“Website” means www.mola.tv and/or www.comofootball.com.

(2) NFT Auction and secondary market sales

The NFT Issuer shall sell the NFT through an NFT Auction on the OpenSea Platform to the first NFT Holder (the “**Primary Holder**”). The NFT Auction shall be governed by the OpenSea Platform Rules and shall be subject to the reserve price indicated as part of the NFT Auction. The NFT Issuer is not the operator of the OpenSea Platform nor the software supporting the NFT Auction. Following the successful conclusion of the NFT Auction in accordance with the OpenSea Platform Rules the NFT will be transferred to the first NFT Holder.

The first NFT Holder, and each subsequent NFT Holder, acknowledges and agrees that any secondary market sales of the NFT shall be:

- a) conducted exclusively on the OpenSea Platform, unless the NFT Issuer otherwise provides written consent to the then-current NFT Holder; and
- b) subject to a royalty fee payable to the NFT Issuer through the OpenSea Platform comprising 10% of the purchase price in relation to such secondary sale of the NFT.

(3) Right to have access to the Stadium

The NFT Holder shall be entitled to two Lifetime Season Tickets for the period during which the NFT Holder continues to hold the NFT. The NFT Issuer shall procure that the Company issues the two Lifetime Season Tickets to the NFT Holder, subject to clause 1(e) of PART B of these NFT Terms.

The Lifetime Season Tickets are limited to a period of time of 50 consecutive sports seasons, and shall be automatically terminated in the event that Sent Entertainment Ltd or one of its Affiliates no longer controls the Company or such other Affiliate providing the Rights.

The NFT Holder understands and agrees that the rights connected to the Lifetime Season Tickets are conditional upon the acknowledgement and acceptance, by the NFT Holder and any individual designated by the NFT Holder to enjoy the rights connected to the Lifetime Season Tickets and/or the Complementary Rights (the “**Designee**”), of the “Code of Ethics and Conduct” of access to football events of Como 1907 as well as of the “Regulation of Use” of the Stadium, both available on the website www.comofootball.com.

The NFT Holder understands and agrees that the rights connected to the Lifetime Season Tickets also imply acceptance, by the NFT Holder and any Designee, of the rules and regulations issued by FIFA, UEFA, F.I.G.C., Lega Nazionale Professionisti Serie A, and the competent public safety authority.

The NFT Holder understands and agrees that the rights connected to the Lifetime Season Tickets are subject to any separate terms and conditions applicable from time to time to the tickets giving access to the Stadium, which are hereby incorporated by reference into these NFT Terms.

The NFT Holder represents that they are:

- a) not prohibited from purchasing the NFT under any applicable Laws including but not limited to the securities laws of any jurisdiction;
- b) not, and (to the extent applicable) none of its officers, directors, employees, agents, Affiliates or anyone acting on the NFT Holder’s behalf are: (i) the subject or target of economic or financial sanctions, trade embargoes or export controls administered, enacted or enforced from time to time by the United States of America (“U.S.”) (including those administered by the U.S. Treasury Department’s Office of Foreign Assets Control or the U.S. Department of State), the United Nations Security Council, the European Union (“EU”), any EU member state, or the United Kingdom (collectively “**Sanctions**”); (ii) organised, operating from, incorporated or resident in a country or territory which is the subject or target of comprehensive export, import, financial or investment embargoes under any Sanctions (which, as of the date of these NFT Terms are Cuba, Iran, North Korea, the Crimea region of Ukraine and Syria); or (iii) a senior political figure or any immediate family member or close associate of a senior political figure. For the purpose of this section: (x) a “senior political figure” is a senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a “senior political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior political figure; (y) an “immediate family member” of a senior political figure are such person’s parents, siblings, spouse, civil partner, children, step-children and in-laws; and (z) a “close

“associate” of a senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct substantial financial transactions on behalf of the senior political figure; and

- c) legally entitled to purchase, own and possess the applicable ticket or other right giving access to the Stadium and represents that the NFT Holder and any Designee are not subject to any stadium ban.

The NFT Holder further represents that it will comply with all applicable Laws and Sanctions and will not cause us to violate Sanctions or any applicable Laws, including, but not limited to, anti-money laundering, anti-bribery, anti-boycott or anti-terrorism Laws such as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, the EU Fourth Money Laundering Directive (2015/849/EU), the EU Fifth Money Laundering Directive (2015/849/EU), the UK Money Laundering Regulations 2017 (SI 2017/692), the UK Bribery Act 2010, the UK Criminal Financing Act 2017 and the UK Proceeds of Crime Act 2002.

(4) Complementary Rights

The NFT Holder understands and accepts that the Complementary Rights as defined below can be exercised solely by the Primary Holder and only once during the lifetime of the NFT.

The Complementary Rights are defined as follows:

- (a) two first class tickets for a roundtrip flight (the “**Flight Tickets**”) with the following itinerary (the “**Itinerary**”): from an airport located in the country where the Primary Holder is located (the “**Departure Airport**”) to an airport located in Italy as determined from time to time by the Company in its sole discretion;
- (b) three-nights’ accommodation for two people (the “**Accommodation**”) at a five-star hotel (the “**Hotel**”) determined by the Company in its sole discretion, on the dates agreed between the Primary Holder and the Company, which in any case will be chosen pursuant to the Como match schedule;
- (c) two dinners (the “**Dinners**”) for two people at one or more Michelin-starred restaurants (the “**Dinner Venue(s)**”) to be determined by the Company in its sole discretion;
- (d) a visit to the Como 1907 Club headquarters and meeting with Como 1907 managers, the precise nature of which to be determined by the Company in its sole discretion;
- (e) an invite for two people to an NFT awarding ceremony (the “**Ceremony**”), the precise format, venue (the “**Awards Venue**”) and other aspects of which to be determined by the Company in its sole discretion;
- (f) a private cooking lesson (the “**Cooking Lesson**”) for two people with a chef at a venue (the “**Cooking Venue**”) and other aspects of which to be determined by the Company in its sole discretion;
- (g) a visit to a theatre (the “**Theatre**”) at a venue (the “**Theatre Venue**”) to be determined by the Company in its sole discretion; and
- (h) a private sea plane and a private boat tour (the “**Tours**”) for two people, the precise nature and operators (the “**Operators**”) of which to be determined by the Company in its sole discretion.

The Company reserves the right to select the Itinerary, the Departure Airport and the airline (the “**Airline**”) from which the Flight Tickets are purchased acting in its sole discretion.

The Primary Holder understands and accepts that the rights connected to the Flight Tickets, Accommodation, Dinners, Ceremony, Cooking Lesson, Theatre and Tours are subject to the separate terms and conditions applicable from time to time as specified by the Airline, the Hotel, the Dinner Venue(s), the Awards Venue, the Cooking Venue, the Theatre Venue and the Operators (each

Supplemental Terms), respectively, such terms and conditions to be incorporated by reference herein, and to general travelling bans, restrictions and other rules as determined by any relevant Governmental Authority.

(5) Event cancellation and postponement

- (a) If an Event is cancelled and not rescheduled (a “**Cancelled Event**”), the NFT Issuer shall not be liable for any losses, costs, expenses, damages, refunds and other liabilities arising as a result of the Cancelled Event.
- (b) If an Event is postponed, the NFT Issuer will work with the NFT Holder, on a case-by-case basis, to attempt to resolve the issue, including arranging tickets for the rearranged Event to be provided to the NFT Holder.
- (c) The NFT issuer is not responsible for any other Event changes, such as partial performances, venue, line-up or time changes. No refunds or credits will be issued under such circumstances.

PART B

(1) Miscellaneous provisions

- (a) Insurance is not provided as a part of the Rights. It will be responsibility of the NFT Holder and any Designee to take out at their own cost all relevant insurance (including but not limited to health and travel insurance, insurance for theft, loss and damage to property) which may be prudent to take.
- (b) In the event that the NFT Issuer reasonably suspects that the current NFT Holder has failed to comply with any representations provided under these NFT Terms, the NFT Issuer shall have the right to immediately and without notice to the NFT Holder terminate the Lifetime Season Tickets, revoke the Complementary Rights and burn the NFT.
- (c) If the NFT Issuer determines, in its sole and absolute discretion acting in good faith, that for any regulatory or legal reason under any Laws the NFT Issuer is limited in the Rights it may offer in relation to the NFT (or if the NFT Issuer is completely restricted from providing the Rights to any NFT Holder), the Rights to which a relevant NFT Holder would otherwise be entitled shall be limited accordingly without notice.
- (d) You agree and acknowledge that the NFT Issuer and/or the Company or any of their Affiliates or licensors, as applicable, owns all right, title and interest to and in the Rights, the associated software, technology tools and content, the Website, any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, the content displayed on the Website, and other materials produced by and related to the Company (collectively, the “**Company IP**”). You acknowledge and agree that no proprietary rights are being transferred to you in such materials or information, and that you have no intention of using such materials or information inappropriately or to in any way harm the Company or any of its Affiliates, directors, officers or employees. You shall not prepare any derivative work based on the Company IP, nor shall you translate, reverse engineer, decompile or disassemble the Company IP.
- (e) Prior to a claim for, entitlement to or utilization of any Rights, the NFT Holder must provide the NFT Issuer with any information that the NFT Issuer may reasonably request in order to verify (i) that the NFT Holder is in valid possession of the NFT; and (ii) the NFT Holder’s identity and ability to utilize the Rights (including evidence of valid identity and travel documents).

(f) The NFT Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

(g) If any provision of these NFT Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these NFT Terms and shall not affect the validity and enforceability of any remaining provisions.

(h) The section headings used herein are for reference only and shall not be read to have any legal effect.

(2) Applicable Law and Jurisdiction

These NFT Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these NFT Terms or their subject matter or formation are governed by the Laws of the British Virgin Islands, without regard to any conflict of laws rules. Any dispute or claim (including non-contractual disputes or claims) arising out of or relating to these NFT Terms or their subject matter or formation shall be submitted to the exclusive jurisdiction of the courts of the British Virgin Islands.

(3) Limitations of Liability and Indemnity

(a) You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology. These include, but are not limited to, risk of losing access to NFTs due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks.

(b) To the fullest extent permitted by law, we hereby exclude and shall not have any liability to the NFT Holder and/or any Designee in connection with purchasing and holding the NFT, howsoever caused, including for any costs, expenses, damages and other liabilities.

(c) Neither the NFT Issuer, Company nor any of their respective Affiliates shall be liable or responsible to the NFT Holder and/or any Designee, nor be deemed to have defaulted under or breached these NFT Terms, for any failure or delay in fulfilling or performing any of its obligations under these NFT Terms, when and to the extent such failure or delay is caused by or results from any events beyond its ability to control, including any kind of malicious software introduction in the OpenSea Platform, the risk that third parties may obtain unauthorized access to information stored within your electronic wallet linked to the OpenSea Platform, government order, law, or action, flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, shortage of adequate or suitable internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond its control.

(d) By entering into these NFT Terms and accessing or using the Rights, you agree that you shall defend, indemnify and hold the NFT Issuer, the Company and each of their Affiliates, their parents, officers, directors, employees, agents, representatives, partners and licensors (the “**Entities**”) harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) incurred by the Entities arising out of or in connection with: (i) your violation or breach of any term of these NFT Terms, any Supplemental Terms or any Laws; (ii) your violation of any rights of any third party; (iii) your misuse of the Rights; and (iv) your negligence or wilful misconduct.

(4) Disclaimers

Your access to and use of the Rights are at your own risk. You understand and agree that the Rights are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to

the maximum extent permitted under applicable Laws, the Entities disclaim all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose or non-infringement. No advice or information, whether oral or written, obtained from the Entities will create any warranty or representation not expressly made herein.

(5) How to Contact Us

You may contact us regarding the Rights or these NFT Terms at: info@comonft.com.