

CONTRACT KILLERS AGREEMENT

This Agreement regarding the *Contracts Killers* project (the “Project”), is between Nancy Baker Cahill (the “Artist”) and the purchaser (the “Owner”) of one or more of the Contract Killers NFTs (the “NFT”). This Agreement is intended to be readable and understandable by non-lawyer, NFT purchasers, so that there is no confusion as to intent, application, and scope of the terms. Both parties acknowledge the importance of mutual assent in the formation of an enforceable agreement, and the need to recognize the value of the artistic process beyond the primary transaction. Purchasers of the Asset are encouraged to engage with this Project as innovators in a truly collaborative and creative process, and share the experience by circulating the asset to as many others as possible. Every exchange provides an opportunity for the Artist’s value to be recognized, for a broader creative community to receive support, and for the Owners to be rewarded with incentives honoring the Owners’ commitment to making the world a better and more responsible place: elevating the place of artists, and advocating for environmentally sound practices.

By purchasing one or more Asset, Owner understands, acknowledges, and agrees to the terms of this Agreement as follows:

1. **Scope of Agreement.** Within a reasonable time after purchasing the Asset, Owner will receive a token representing ownership of the particular digital asset (the “Asset”) associated with that NFT. Additionally, Owner may receive up to several rewards by engaging with the terms of this Project as set forth below in this Agreement.
2. **Term and Termination of Agreement.** While nothing is truly forever, Artist will use reasonable efforts to ensure that this NFT remains functional and the Asset accessible for as long as reasonably practicable, which will hopefully be close to “forever”. In the event of technological changes, migrations to new platforms or systems, or any other technology evolution or shift that is not compatible with the structure and nature of the NFT; termination or destruction of the currency or blockchain on which the NFT is minted; or the inaccessibility or destruction of the link to the Asset for the aforementioned or any other reasons, this Agreement will automatically terminate and Artist will have no further obligations hereunder. Artist may also terminate this Agreement at any time for her sole convenience. Upon the termination of this Agreement for any reason, Owner may retain legal ownership of any digital or physical assets in Owner’s possession, and will continue to be bound by any moral rights that exist with regard to any physical objects acquired as a result of this Agreement.
3. **The Asset.** The digital asset to which the NFT points will be stored on a secure IPFS. As a backup measure, upon purchase and registration pursuant to 4.a. below, Owner will receive the digital file containing the Asset via email. In the event that the link between the NFT and the Asset is broken or not properly functioning, Owner will have the Asset file with confirmation of its origin. It is imperative that Owner save this file and the

transmittal email for provenance and proper recordkeeping. Additionally, in the event the link between the NFT and the Asset is broken or not properly functioning, Owner may contact Artist through her webpage. If there is a systemic issue, Artist will use reasonable efforts to remedy the situation in a fair and practicable manner.

- a. **Artist's Representations and Warranties.** Artist represents and warrants that she is the creator of the Asset and the NFT, and to the best of her knowledge, nothing in the Asset or the NFT violates any other intellectual property rights.
- b. **Assets.** The Project consists of five primary Assets: three unique pieces with object rewards for the first Owners; and two versions of a limited run piece—one of which, sold at a higher price, will include an object reward for the first Owners; and the other, sold at a lower-priced, will not. The number of minted NFTs for both limited run pieces will be determined by the number sold during a time-limited offering window. There are other digital assets that may be generated and minted as rewards for behaviors as set forth in subsequent paragraphs of this Agreement.

Unique Asset. Artist represents and warrants that there is only one each of the *Judicial*, *Civic*, and *Financial* NFTs. There will never be another *Judicial*, *Civic*, or *Financial* NFT minted. Upon purchase of this unique NFT, purchaser will receive an email acknowledging the purchase, and providing a reminder of the terms of this Agreement.

Limited Run. Artist represents and warrants that there will be an unspecified number of the *Social* Limited Run NFT in two different formats: one with an object reward, and the other without. The number of *Social* NFTs minted will be determined by the number of sales during the time-limited offering window. Once the time-limited offering window for the *Social* NFTs has closed, and the number of *Social* NFTs sold during that time have been minted, no additional *Social* NFTs will ever be minted. The number of *Social* NFTs ultimately minted will be posted on the Project webpage. Upon the closing of this time-limited offering window, purchasers will receive an email acknowledging the purchase, revealing the number of *Social* NFTs minted, and providing a reminder of the terms of this Agreement.

- c. **Intellectual Property Ownership.** All intellectual property pertaining to the Assets including but not limited to copyright, including applicable moral rights, and trademark, remains with the Artist. Under no circumstances is Owner allowed to reproduce the Asset in any medium or create derivative works without Artist's specific written consent. Owner's purchase of an NFT entitles the Owner to possession of that NFT and the rights to privately display the Asset, and to resell the NFT pursuant to the terms of this Agreement.

- d. **Right to Display Publicly.** Owner may display the Asset publicly but must include credit to the Artist.
- e. **Credit.** Any display of the Asset shall credit Artist, include a copyright notice, and refer to Artist's webpage as follows:

[INSERT NFT TITLE HERE: *Judicial, Civic, Financial, or Social*] from *Contract Killers*,
by Nancy Baker Cahill
©2021 Nancy Baker Cahill. All Rights Reserved.
<https://www.nancybakercahill.com/>

- 4. **Ownership.** There is sometimes the misperception that by owning an artwork, the collector owns all rights including intellectual property rights like copyright. This is not the case with object-based artwork and it is also not the case with NFTs. Even though an Owner does not have any intellectual property rights in the Asset to which the NFT points, there are definitely responsibilities that come with ownership. The responsibilities that come with either collecting art or participating in society require attention and maintenance. This transaction is no different, and thus, Owner agrees to participate in this NFT ownership pursuant to the following terms:
 - a. **Registration of Ownership.** Upon purchasing the NFT, Owner is required to register by filling out and submitting a basic contact form. This contact information will constitute a true record of provenance. This record will not be accessible to the public, but only to subsequent purchasers upon proof of ownership and written request submitted to Artist through Artist's website. While the content of the record will not be accessible to the public, the Project website will list the wallet numbers of Owners who are in compliance with this registration requirement, and those who are not. Should an Owner see his/her/their wallet number listed as not in compliance, submission of the basic contact form will be necessary in order to be moved to the list of Owners in compliance. In the event that an Owner has submitted the basic contact form and still remains on the list of Owners not in compliance, Owner may notify Artist via email and Artist will, upon verification of receipt of the basic contact form, ensure that Owner is moved to the list of Owners in compliance and that Owner receives the reward for registration as detailed in paragraph b. below.
 - b. **Registration Reward.** As a reward for complying with the registration requirement, the first Owner of object-bearing NFTs will receive an object from Artist that relates to the NFT Asset. This object can be kept even if the NFT is later resold or destroyed. This object will be shipped to the address provided in the contact information and arrive approximately 8-12 weeks after registration is provided and verified.

As a reward for complying with the registration requirement, all subsequent Owners, and Owners of non-object-bearing NFTs will receive a digital asset from Artist.

5. **Asset Resale.** In order to maintain a sustainable career trajectory many artists are including a period during which collectors may not resell artwork, in this case however, Owner is free to sell the NFT at any time as long as that sale occurs completely on-chain, and on Tezos or another proof of stake blockchain compatible with Tezos, with no money or other compensation changing hands off-chain.
 - a. **Resale Royalties.** Upon resale, 10% of the gross resale price will be paid to the Artist who will in turn pay one quarter of her royalty (or 2.5% of the gross resale price) to CAMH to contribute to the museum's artist fund.
 - b. **Resale Royalty Reward.** In consideration of Owner/Seller transacting secondary sales on the blockchain, and supporting the payment of resale royalties to the Artist, upon Artist's receipt of the resale royalties in her wallet, Owner/Seller will receive a digital asset from Artist that can be retained even though the original *Contract Killers* NFT has changed hands.
 - c. **Subsequent Owner Registration.** When an Owner resells the NFT, the new Owner/Buyer is expected to comply with all of the terms of this Agreement, including but not limited to registering the new ownership status pursuant to section 4.a. above. In this way, the provenance record will continue to be accurate and correct. Additionally, the new Owner/Buyer will be eligible to receive digital rewards based on the new Owner/Buyer's participation and compliance with the terms of this Agreement.
6. **Consequences and Remedies.** In the event Owner is in breach of this Agreement, the Owner will not be eligible to receive any of the rewards.

In the event that the Asset becomes inaccessible or unavailable for any reason at all, this Agreement automatically terminates pursuant to section 2 above, though all intellectual property obligations will survive. If Owner has complied with the other aspects of this Agreement, Owners of object-bearing NFTs will have received at least one physical reward which can serve as a memento of this Project and will likely retain some value as long as it is maintained and cared for.

7. **Dispute Resolution.** In the event any disputes arise out of this Agreement, the parties agree to resolve such disputes only by mutual agreement or mediation with a mutually-agreed-upon neutral third party. The parties waive any and all rights to bring disputes to arbitration or litigation in any form or forum. Each party will be responsible for its own attorney fees and costs.

8. **Disclaimer of Liability.** In no event will Artist, or any collaborators, employees, agents, representatives, attorneys, or assigns, be liable or responsible for any loss or damage of the NFT or Asset due to any technological advancements, evolution of platforms or digital environments, or failure in any part of the system that results in link breakage or destruction of the Asset for any reason, including but not limited to any negligent action or inaction of the Artist or any collaborators, employees, agents, representatives, or assigns.
9. **Effect of Future Regulations.** In the event that federal or state regulations are instituted in the future that require NFT owners to adhere to rules, laws, or policies; take specific actions with regard to their NFT ownership; or provide additional information to comply with any governmental regulations including but not limited to IRS, SEC, or other international transaction standards intended to combat money laundering (AML) and fraud such as Know Your Client (KYC) regulations, Owner agrees to abide by such rules, laws, policies, regulations, and/or standards. In no event will the Artist or any collaborators, employees, agents, representatives, or assigns be responsible for any direct or indirect consequences of such future rules, laws, policies, regulations, and/or standards.
10. **Nonwaiver.** In the event Artist chooses not to exercise any rights or remedies set forth in this Agreement, such choice will not be interpreted as a waiver of the terms of the Agreement in the future.
11. **Integration.** This Agreement incorporates the entire understanding between the parties and supersedes any other understandings, whether oral or written. To be effective, an amendment, to this Agreement must be in a document signed by an authorized representative of each party.
12. **Effect of Click Agreement.** The Owner acknowledges and understands that by clicking the acknowledgement button upon purchasing the NFT, Owner has committed to and will hereinafter be bound by the terms of this Agreement.