



Annex B

NFT OWNERSHIP AGREEMENT

This agreement is made by and between:

- (1) **M.I.C CHECK W.A.R LLC**, incorporated and registered in Georgia, USA with EIN number 820585556 whose registered office is at address 3355 Lenox Rd. Suite 750, Atlanta, GA, 30326, USA (hereafter referred to as the “**Rightsholder**”); and
- (2) Each owner of the non-fungible token with the Drop ID specified in Annex A (hereafter the “**NFT Owner**”).

Rightsholder and NFT Owner are hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”

Background

- (A) The Rightsholder is the/ or one of the copyright owner to the recording (the “**Recording**”) as included in the NFT specified in Annex A (hereafter “**Subject NFT**”).
- (B) The Rightsholder has engaged anotherblock AB (hereafter “**AB**”) to facilitate the minting of an agreed amount of NFTs (hereafter “**NFT(s)**”), inter alia the NFT with the Drop ID specified in Annex A (hereafter the “**Subject NFT**”), subject to a separate agreement between Rightsholder and AB (the “**AB Agreement**”).
- (C) The minting of each Subject NFT shall be made on anotherblock.io (the “**Platform**”) by the purchasing NFT Owner upon the initial sale of that same Subject NFT, and following completed sale, said Subject NFT shall be made available in the NFT Owner’s wallet on the blockchain. Each Subject NFT shall include the Recording, an identification artwork and benefits/utilities (if any) as stated in Annex A.
- (D) This agreement (the “**Ownership Agreement**”) shall regulate the terms and conditions associated with the Subject NFT.

1. Grant of Rights

- 1.1 Subject to the terms of this Agreement, Rightsholder hereby grants to the NFT Owner:
 - (i) during the period the NFT Owner holds the Subject NFT, a non-exclusive, non-sublicensable, worldwide, royalty-free license to use and display the Subject NFT containing the Recording and the identification image/artwork including any animation and/or sound file embedded in the Subject NFT.
- 1.2 The Recording may be used for personal use (only) during the term the NFT Owner holds the Subject NFT or as otherwise specified in this Agreement.
- 1.3 The NFT Owner may not use the Recording in connection with other material that is offensive, defamatory, obscene, immoral, illegal or that otherwise violates any rights of anyone associated with the Recording.
- 1.4 The Subject NFT shall only be used as expressly permitted under this Agreement.

2. Disposition of the Subject NFT

- 2.1 Each NFT Owner is free to transfer or assign the Subject NFT to a third party (hereafter, each such transfer shall be referred to as a “**Secondary Sale**”).
- 2.2 A Secondary Sale may only occur under the following conditions: (a) the Secondary Sale must occur on the same blockchain as where the initial sale of the Subject NFT was conducted; (b) the Secondary Sale may only occur against remuneration payable on-chain; (c) remuneration for the Secondary Sale may only be paid to the wallet used latest to purchase the Subject NFT; and (d) the purchaser of the Subject NFT expressly accepts the terms of this Ownership Agreement, including without limitation AB’s Terms of Use from time to time and those other subclauses stipulated in section 1.2 of this Ownership Agreement.
- 2.3 Upon a permissible and successful Secondary Sale, the right to benefits connected to the Subject NFT (if any) shall be immediately transferred to the purchasing NFT Owner. Such transfer of ownership shall be reflected in the smart contract of the Subject NFT.
- 2.4 Subject to any additional terms applicable to the sale of the NFT(s) on the applicable third-party platform and upon each Secondary Sale of the Subject NFT, five percent (5%) of the sales price of such Secondary Sale shall be paid to Rightsholder and AB as a fee (hereafter the “**Secondary Sale Fee**”). The obligation to pay the Secondary Sale Fee shall be embedded in the smart contract of the Subject NFT and shall be paid automatically in connection with each Secondary Sale.

3. Acknowledgements of the NFT Owner

- 3.1 By purchasing the Subject NFT, each NFT Owner acknowledges the following:
 - 3.1.1 That owning a Subject NFT does not mean that NFT Owner owns any part of the musical composition in the Recording, any part of the Recording itself, any copyright in or to the Recording, or any rights;
 - 3.1.7 That the Subject NFT only exists through the ownership information that is stored on the relevant blockchain. All assignments of the Subject NFT occur on the decentralized ledger within the relevant blockchain, which neither Rightsholder nor AB control;
 - 3.1.8 That neither AB or the Rightsholder is responsible for any technology that supports the Subject NFT, including, but not limited to crypto currency wallets, the smart contract and the blockchain. Neither AB nor the Rightsholder is responsible for costs incurred by delayed payments or any technology problems with the blockchain; and
 - 3.1.9 That neither AB or the Rightsholder is responsible for the influence of any legislation or the impact that future amendments of laws and other regulations may have on the Subject NFT. NFT Owner shall solely bear the risk of such influence.
 - 3.1.10 Each NFT Owner shall be responsible for all gas fees related to the purchase or sale of the Subject NFT.

3.1.11 Each NFT Owner shall be solely responsible for payment of all taxes, duties or charges associated with the Subject NFT in accordance with applicable legislation.

3.1.12 Each NFT Owner's full completion of any customer and security inquiries, as requested by AB in its sole discretion, such as, but not limited to, inquiries regarding money laundering, bribery, fraud, terrorist financing etc.

4. Warranties

4.1 Each NFT Owner warrants and represents the following.

4.1.1 That the NFT Owner is the age of at least eighteen (18) years old, have legal capacity in NFT Owners place of residence and has the right, power and authority to enter into this Agreement.

4.1.2 That it shall not transfer or assign, and not try to transfer or assign, the Subject NFT off-chain or in another way outside the blockchain on which the Subject NFT exists, or on-chain but against remuneration which is payable off-chain, or on-chain through another wallet than the wallet used to acquire the Subject NFT, or in another way transfer or assign, or try to transfer or assign, the Subject NFT contrary to the conditions of this Ownership Agreement;

4.1.3 That neither Rightsholder has made any promises or representations other than those expressly given in this Ownership Agreement;

4.1.5 That it is not a person and/or entity or conducts a business which is subject to a financial or trade sanction issued by the United Nations and/or the European Union, or that it is listed on the European Union's terrorist list and/or subject to restrictive measures by the European Union because of terrorist acts, or listed on the United Nations Security Council Consolidated List and/or subject to measures imposed by the Security Council of the United Nations because of terrorist acts.

4.1.6 That it shall not transfer, or allow the transfer of the Subject NFT in any Secondary Sale, to any purchaser that is a person and/or entity, or conducts a business, which is subject to a financial or trade sanction issued by the United Nations and/or the European Union, or that it is listed on the European Union's terrorist list and/or subject to restrictive measures by the European Union because of terrorist acts, or listed on the United Nations Security Council Consolidated List and/or subject to measures imposed by the Security Council of the United Nations because of terrorist acts.

4.2 Rightsholder warrants and represents the following.

4.2.1 That it has the full right to enter into this Ownership Agreement;

4.2.2 That it owns, or has secured all rights (including intellectual property rights), consents, clearances and approvals necessary to be able to grant the rights granted to NFT Owner hereunder;

4.2.3 That it has not granted any other party any rights that conflict with the rights granted to NFT Owner herein; and

4.2.5 That the Rightsholder is not relying on any other representations, promises, commitments or agreements other than those expressly set forth herein.

4.3 Rightsholder and each NFT Owner shall indemnify and hold each other harmless from any and all claims and costs which arise due to the indemnifying Party's failure to comply with this section 5 or any other obligation under this Ownership Agreement.

4.4 If a NFT Owner transfers or assigns, or tries to transfer or assign, the Subject NFT in any way contrary to or not in accordance with section 3, and/or fails to comply with section 5.1, Rightsholder and/or AB may suspend any benefit connected to the Subject NFT to such NFT Owner.

5. Miscellaneous

5.1 Rightsholder and AB take no responsibility, and will not be liable, for any losses, damages or claims arising from:

(i) User error, such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses;

(ii) Server failure or data loss;

(iii) Corrupted cryptocurrency wallet files;

(iv) Unauthorized access to a Subject NFT; or

(v) Any unauthorized third party activities, including without limitation the use of viruses, phishing, brute-forcing or other means of attack against a blockchain network underlying the Subject NFT.

5.3 This Agreement sets forth the entire understanding between the Rightsholder and each NFT Owner in respect of the subject matter hereof and shall replace any and all prior written and/or oral agreements, discussion and/or arrangements between the Parties.

5.4 If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this contract shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

5.5 Rightsholder shall have the right to assign this Ownership Agreement and its rights and obligations hereunder, in whole or in part. The NFT Owner shall have the right to assign this Ownership Agreement solely in connection with a Secondary Sale and subject to the terms herein.

5.6 No failure by Rightsholder shall constitute a breach of this Agreement unless Rightsholder fails to cure the alleged breach within thirty (30) days of receipt of the NFT Owner's formal notice thereof.

5.7 This agreement shall be subject to Swedish law.

5.8 Any dispute arising out of this agreement shall be settled by Swedish courts, with the Stockholm District Court as first instance.

- 5.9 This Ownership Agreement shall be an integral part of the Subject NFT and each NFT Owner shall be deemed to have executed and accepted the provisions hereof upon purchase, receipt or use of the Subject NFT. Notwithstanding the foregoing, the provision by an NFT Owner of its Wallet Address to Rightsholder or AB shall constitute such NFT Owner's acceptance and execution of this Ownership Agreement.

[Signature page follows.]

Signature page

Rightsholder has executed this Ownership Agreement.

M.I.C CHECK W.A.R LLC

A handwritten signature in black ink, appearing to be 'Amir James', written over a horizontal line.

Signed by: Amir James

NFT OWNER

Accepts the conditions stipulated in this Ownership Agreement.

By: Each NFT Owner

Annex A

The Recording: Whole song of "Trophy Ceremony" will be included in the NFT with ISRC code: not yet released.

Contract Address: 0xe687ac8B98d92d26f454AD90022BFd2F4DaEfbA4

Drop ID: the unique number shown in the NFT that is minted by NFT Owner.

Annex A

The Recording: Whole song of "Different Type of Ill" will be included in the NFT with ISRC code: not yet released.

Contract Address: 0xe687ac8B98d92d26f454AD90022BFd2F4DaEfbA4

Drop ID: the unique number shown in the NFT that is minted by NFT Owner.

Annex A

The Recording: Whole song of "Try & Cook Me" will be included in the NFT with ISRC code: not yet released.

Contract Address: 0xe687ac8B98d92d26f454AD90022BFd2F4DaEfbA4

Drop ID: the unique number shown in the NFT that is minted by NFT Owner.

Annex A

The Recording: Whole song of "Sever Ties" will be included in the NFT with ISRC code: not yet released. Contract Address: 0xe687ac8B98d92d26f454AD90022BFd2F4DaEfbA4

Drop ID: the unique number shown in the NFT that is minted by NFT Owner.

Annex A

The Recording: Whole song of "40 Below" will be included in the NFT with ISRC code: not yet released. Contract Address: 0xe687ac8B98d92d26f454AD90022BFd2F4DaEfbA4

Drop ID: the unique number shown in the NFT that is minted by NFT Owner.