

ARTIST AGREEMENT

This artist agreement (this “**Agreement**”) has been established by BLOOMSBURY LIMITED, CI Number: 2953461, with registered office at **Flat D, 2/F, Asian Building, 258 Cheung Sha Wan Road, Kowloon, Hong Kong** (the “**Platform**”, “**We**”, “**Our**” or “**Us**”) to govern its relationships with Artists (the “**Artist**”, “**You**”). By registering on the website artdott.com (“**Artdott**”) as an artist, You will be deemed to be the Artist who is legally bound by this Agreement and/or other terms and conditions as notified by us on Artdott in writing from time to time.

I. DEFINITIONS

Account	means account of an Artist on Artdott
Artdott NFT	<p>means Ethereum-based token complying with the ERC-721 standard, ERC-1155 standard or other similar “non-fungible” token standard representing a unique digital art created on Artdott by an Artist.</p> <p>Artdott NFTs are controllable electronic records recorded on the Ethereum blockchain.</p> <p>The digital format of Artdott NFT can be an image or video file. For the avoidance of doubt, the Artdott NFT is digital in nature and does not include any items or representations that have physical characteristics such as mass, volume or scent. Artdott NFT would not be a medium of exchange accepted by the public for payment, settlement of debts or investment.</p>
Artist	means a person willing to sell or rent its Artobject and registered on Artdott as an artist in accordance with Section 3.1 hereof.
Artist APC	means an Artist invited to join Artdott Private Collection (APC) in accordance with Section IV hereof.
Artist Price	means the price of Artwork set by an Artist.
Gallery Price	means the retail price calculated on the basis of the Artist Price as set forth in clause VI.2 hereof..
Artobject	means a piece of art uploaded to Artdott in the form of Artwork or Artdott NFT
Artwork	means a piece of digital art in the form of video content created by an Artist and uploaded to Artdott in accordance with Section V hereof
Collector	means a person (natural or legal person) willing to purchase an Artobject or get access to Streaming Services and registered on Artdott as a Collector by submitting a respective form at https://artdott.com/be_collector/

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“Ethereum”	means the Ethereum mainnet and the consensus blockchain for such mainnet (networkID:1, chainID:1) as recognized by the official Go Ethereum Client, or, if applicable, the network and blockchain generally recognized as the legitimate successor thereto.
Membership Plan	means an Artist, Collector and Business subscription to Artdott.
Primary Sale	means the first sale of an Artobject at Artdott by an Artist
Secondary Market Sales	means secondary sales of Artobjects by Collectors at Artdott
Services	means access to and use of the Artdott, our applications (if any), and any other software, tools, features, or functionalities provided on or in connection with our services; including but without limitation to using our services to view, explore, and create Artobjects and use our tools, at your own discretion, to connect directly with others to purchase, sell or transfer ownership of Artobjects.
Streaming Services	means an access to particular Artworks on Artdott on demand under Membership Plan allowing an end user to temporarily receive a data file for the purpose of viewing an Artwork
Terms & Conditions	means the general terms of use of Artdott and Services agreed to be bound any visitor, user, Artist, Collector (the “Users”) by registering and accessing Artdott. The Terms and Conditions are published on https://artdott.com/terms-and-conditions/ and are incorporated herein by reference

II. INTRODUCTION

Welcome to Artdott. The Platform is not a wallet provider, exchange, broker, or financial institution. Artdott is an on demand platform that facilitates transactions between a buyer and a seller but is not a party to any agreement between the buyer and seller of Artobjects or between any users.

Platform reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make material changes to this Agreement, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Services or updating the “Last Updated” date at the beginning of this Agreement. By continuing to access or use the Services, you confirm that you accept the revised Agreement and all of the terms incorporated therein by reference effective as of the date this Agreement is updated. It is your sole responsibility to review this Agreement from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Services

III. USE OF PLATFORM

III.1. Account

Registration. To use the Services as an Artist You need to create an Account. Your Account may not be used to access the Services as a Collector. When You create an account, You have to submit a form at <https://artdott.com/be-an-artist/>. We may also require You to provide other additional information and/or documents as we deemed fit and as required by the relevant regulatory authorities. If you do not provide

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complete and accurate information and/or documents in response to such a request, we may refuse to provide you with the Services. We consider the information You submitted are true and correct and to your best knowledge, and our Platform shall not in any event be liable to any representation made using any false or inaccurate information provided by the Artist.

Profile. Information contained in Your Account section named “Profile” shall be Your Profile Information. Any Profile Information you filled in the Account will be visible to any Artdott visitor and shall be considered non-confidential and non-proprietary. You hereby grant to us and our affiliates, the royalty-free, perpetual, irrevocable, worldwide, transferable, non-exclusive right and license to use, reproduce, modify, adapt, publish, share, re-post, translate, create derivative works of, and display Profile Content, without payment, royalties, or other consideration to you, in connection with the operation of the Site, and providing you the Services.

Personal Information. Any time You provide Your information (including personal information (also known as personally identifiable information or personal data) to the Platform or that Platform collects from You when using Artdott (including information collected automatically by the use of cookies or other similar technologies), You agree to the collection, use, storage, sharing, transfer, and processing of Your information by the Platform, its affiliates, third-party partners and service providers for the purposes of providing the Services and to comply with applicable laws, rules, and regulations as more fully described in the Terms & Conditions. Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

One account. You may only open one Account. If We have a reasonable suspicion that you have opened multiple Accounts, we reserve the right to take whatever action we deem appropriate, including but not limited to closing and/or suspending all your Accounts with reasonable notice.

Access. You understand and agree that access to your Account is limited solely to you and the Platform. You agree that you will not sell, rent, lease, or grant access to your Account to any person.

Security. You understand and agree that you are solely responsible for maintaining the security of your account and control over any user names, passwords, or any other codes that you use to access the Services. Any unauthorized access to your account by third parties could result in the loss or theft of Artobjects and/or funds held in your Account and any associated Accounts, including your linked bank account(s) and credit card(s). You understand and agree that you will not hold us responsible for managing and maintaining the security of your Account. You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your account. You are responsible for monitoring your account. If you notice any unauthorized or suspicious activity in your account, please notify us immediately.

III.2. Wallet

To create and sell Artdott NFTs You will need a blockchain address and a third-party Ethereum based wallet certified by the Platform. At the date hereof these are - MetaMask and Coinbase wallet.

By using your wallet in connection with the Services, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with the Platform, and the Platform does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. The Platform accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account.

IV. STATUS OF AN ARTIST

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Artists may have 2 different statuses at Artdott:

- (i) Regular Artist
- (ii) Artist APC

Regular Artists Status allows an Artist to:

- (i) Sell Artobjects
- (ii) Create NFTs
- (iii) have access to Streaming Services
- (iv) have access. to unlimited artworks storage, provided that Artobjects meet the requirements specified in section 5.1

A Person or a Regular Artist may obtain the status of Artist APC by accepting a respective invitation of the Platform. If you're registering at Artdott without invitation you will have a Regular Artist Status.

Artist APC Status allows an Artist to:

- (i) Have all the preferences of Regular Artist
- (ii) participate in exhibitions at Artdott
- (iii) have access to project consultancy

Participation in exhibitions and project consultancy are to be agreed between you and the Platform on an ad hoc basis.

V. ARTOBJECTS

V.1. Types of Artobjects.

Artdott allows You to create and sell the following Artobjects:

- (i) Artworks
- (ii) Artdott NFTs

Artworks can be uploaded to Artdott from Your device. Artdott NFTs can be created at Artdott by minting in accordance with section 5.2.

Artobjects can be uploaded to Artdott in the following formats: MP4, AVI, MOV,, JPEG, PNG, SVG, BMP. with the minimum volume of 4MB for video and 2MB for Image. The maximum volume is 600MB for video and 100MB for image Please contact us if you need to upload a bigger file.

V.2. Minting Artdott NFTs.

Each Artdott NFT is minted by an Artist using the Artdott Smart Contracts based on an Artist's original Artwork. Artdott NFTs are forever tracked and stored on the Ethereum blockchain, providing the owner of an Artdott NFT with a permanent record of authenticity and ownership.

To mint your Artdott NFT you have to upload the original digital of your Artwork, provide information about the Artwork, authenticate the work and initiate a request to the Artdott Smart Contract.

Artdott will register that transaction and create a representation of that NFT token on Artdott with the information set by the Artist.

Then Artdott interacts with the NFT token in the blockchain and sets up the required metadata file to the minted token and sets up some settings in the token.

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Once you mint an Artdott NFT, by default it is not listed on Artdott, it is placed in your wallet on Artdott (artdott.com/nft/assets).

To list an Artdott NFT on Artdott, you have to set its price in the blockchain using your wallet. Once the Artdott NFT is approved as provided in section 5.3 hereof, it will be available for sale.

V.3. Moderation.

Any Artobject and its price have to be approved by the Platform before it is published at Artdott.

The Platform shall have the right to refuse approving an Artobject if it (including but not limited to):

- (i) Infringes or violates the intellectual property rights or any other rights of others;
- (ii) promotes suicide or self-harm
- (iii) displays illegal content, such as content that may involve child sexual exploitation;
- (iv) incites hate or violence against others
- (v) gives Collectors rights to participate in an ICO, SFO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments
- (vi) contains viruses, Trojan horses, time bombs, worms or other rogue programs or other harmful components
- (vii) breaches or may cause breach of any applicable law of any country or district where you residence and (or) the Platform operates in

The Platform shall have the right to refuse approving the price set for an Artwork if it is not adequate in the opinion of the Platform.

Notwithstanding any Artobject was approved by the Platform we may, in our sole discretion, delist and remove it from Artdott for any reason without prior notice if we believe such Artobject is a result of fraudulent activity or violates this Agreement.

V.4. No Minting Multiple NFTs

You hereby acknowledge, understand, and agree that minting an Artdott NFT on Artdott constitutes an express representation, warranty, and covenant that you have not, will not, and will not cause another to mint, tokenize, or create another cryptographic token representing a digital art for the same Artwork or its derivatives .

V.5. Access to the digital Storage.

All the Artobjects You uploaded to Artdott shall be stored at a secure Artdott server which shall be Amazon Simple Storage Service (Amazon S3).

All the Artobjects uploaded to Artdott may be accessed by Collectors only on Artdott. No Artobject can be downloaded by a Collector.

VI. SALE AND STREAMING OF ARTOBJECTS

VI.1. Agreement.

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Sale of your Artobject shall be executed under a purchase agreement with a Collector which is incorporated in the Terms and Conditions and shall be completed as set out therein. We shall not in any event be liable to any proceedings, lawsuits or disputes arising from such agreement.

Transactions with Artdott NFTs that take place on the Platform are managed and confirmed via the Ethereum blockchain. You hereby confirm that You understand that your Ethereum public address will be made publicly visible whenever you engage in an Artdott NFT transaction on the Platform. We neither own nor control digital wallets, web browsers, the Ethereum network, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

Streaming Services are provided to Collectors under separate membership agreement which the Platform and Collectors are the parties to, and in accordance with section VIII hereof.

VI.2. Type of Sale.

When you upload an Artwork to Artdott you have to decide whether you want the Artwork to be sold or streamed. You may also make your Artwork to be streamed while it is being sold. Artdott NFTs can only be sold.

You may sell your Artwork and/or Artdott NFT at a Gallery price or at auction at your discretion.

Gallery Price. When uploading your Artwork or Artdott NFT at Artdott for sale you set the Artist price you want to receive for your Artobject. The Artist Price will be automatically increased on the applicable commission of the Platform. You may change the price any time before the Artobject is purchased.

Auction. When uploading Artdott NFT at Artdott you may choose to sell it at auction. In this case you set:

- (i) the starting minimum price you want to receive for you Artdott NFT (Starting Price) which will also be automatically increased on the applicable commission
- (ii) a specific start and end time for an Auction to go live.

When you start an auction to your Artdott NFT two functions in the smart contract are called by your digital wallet:

- (i) Approve contract: You allow Artdott Auction Smart Contract interact with ERC721 smart contract, to manage the Artdott NFT.
- (ii) Set auction data: you set the start date, end date, starting price directly to the Auction smart contract.

Artdott will register that a new auction is about to start, and schedules 2 tasks:

- (i) Start of the auction: The auction scheduler receives the task to start an auction on the specified date when the Platform shall modify the Artdott NFT representation on Artdott by changing the status to "On Auction" which will allow Collectors placing bids.
- (ii) End of the auction: The auction scheduler receives the task to end an auction on the specified date when the Platform shall modify the Artdott NFT representation on Artdott by changing the status to "Finished" which by means of Artdott smart contract will cause the transfer of the Artdott NFT to the new owner. Then the money (ETH) is transferred automatically to the Artist.

Artobject will be sold to the bidder placed the highest price exceeding the Starting price before the end of the Auction. An Auction may be canceled at any time before the end of the auction.

To cancel an Auction you need to click on "cancel" which triggers a call from your digital wallet to the Artdott Auction Smart Contract. The Auction will be finished automatically and the amount of ETH is refunded to the bidder. Artdott registers that the Auction has been canceled, and modifies the status of the NFT

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representation, to “FINISHED”.

If no bid was placed at the end time of the Auction, the Artwork shall not be transferred and shall remain in your possession.

Participants should get their bids in as early as possible to ensure that they are processed by the Artdott Auction smart contract before the close of the Auction.

Subscription. Access to Streaming Services is possible only to Collectors with Membership Plan on a subscription basis. Current Membership plans are available in Terms & Conditions. We reserve the right to change or modify Membership plans at any time and in our sole discretion. When uploading an Artwork for Streaming You set the Artist Price. The Streaming Price shall differ for Collectors with different Membership Plans and shall be calculated by the Platform based on the Artist Price according to the internal algorithm of the Platform which constitutes a trade secret of the Platform and shall not be disclosed. You will be informed on the calculated Streaming Prices in your Account after your Artwork is approved by the Platform.

VI.3. Payments.

Prices for Artworks have to be established and paid in US Dollars. Prices for Artdott NFTs have to be established and paid in ETH.

VI.4. Secondary Sale.

Artists receive a percentage of the sale price (the “Royalty”) based on the total Sale Price for Secondary Market Sales paid by the Collector who sells the Artdott NFT. The Royalty is calculated as provided in section 2 of the Appendix 1 hereto.

VII. FEES AND COMMISSIONS

VII.1. Subscription fees.

Once you are registered as an Artist on Artdott you will have a free artist membership account. You will not be charged any Subscription Fee.

You must provide one or more Payment Methods - a current, valid, accepted method of payment, as may be updated from time to time.

VII.2. Transactional Fees.

Every transaction on Artdott is subject to fees collected to support the Artists and the Platform.

Transactional Fees structure. The Fees depend on:

- (i) the Membership Plan of the Collector
- (ii) the Artist’s status (Regular Artist or Artist APC)
- (iii) whether a sale is a Primary Sale or a Secondary Market Sale.

Current Transactional Fees’ structure and rates may be changed from time to time and are contained in section 1 of the Appendix 1 hereto.

Artists shall be paid and all Transactional Fees shall be collected and distributed at the time of the purchase of an Artworks or an Artdott NFTs

VII.3. Processing.

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You hereby agree and understand that all fees, commissions, and royalties are transferred, processed, or initiated directly through:

- (i) In case of payments in ETH - one or more of the Smart Contracts on the Ethereum blockchain network
- (ii) In case of payments in USD – the Stripe connect.

You hereby consent to and agree to be bound by the Smart Contracts' execution and distribution of the fees, commissions, and royalties. You hereby waive any entitlement to royalties, commissions, or fees paid to another by operation of the Smart Contracts.

VII.4. Unclaimed Property.

If the Platform is holding funds in your account and has no record of your use of the Service for several years, we may be required, upon passage of applicable time periods, to report these funds as unclaimed property in accordance with the abandoned property and escheat laws. If this occurs, we will use reasonable efforts to give you written notice. If you fail to respond within seven business days or as required by law, we may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or administrative fee from such unclaimed funds, as permitted by applicable law.

VII.5. Gas.

All transactions on Artdott with Artdott NFTs, including without limitation Minting, tokenizing, bidding, listing, offering, purchasing, are facilitated by Smart Contracts existing on the Ethereum network. The Ethereum network requires the payment of a transaction fee (a "Gas fee") for every transaction that occurs on the Ethereum network, and thus every transaction occurring on Artdott. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of the Platform or Artdott. You acknowledge that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction on Artdott be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to you. You also acknowledge and agree that gas is non-refundable under all circumstances.

VIII. IP RIGHTS AND LICENSE

VIII.1. IP Rights

You own all legal rights, titles, and interests in all intellectual property rights to your Artobjects, including but not limited to copyrights, trademarks, patent and other proprietary rights. Save as explicitly stated herein as the copyright owner, you enjoy several exclusive rights to your Artobjects.

VIII.2. License.

When accessing and using the Platform and/or the Services and entering in to this agreement, You hereby grant the Platform exclusive, perpetual, transferable, irrevocable, worldwide, licenses to:

- (i) use, reformat for online delivery, encode, encrypt, market, promote, transmit, distribute and display your Artobjects for purposes of minting, displaying, selling your Artobjects and
- (ii) broadcast your Artobjects in Streaming Services;
- (iii) reproduce your Artwobjects on servers controlled by the Platform for the purpose of this Agreement;
- (iv) to communicate Artobjects to the users and visitors of Artdott in accordance with this Agreement;

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- (v) use, copy, modify, create derivative works of, distribute, publish, redistribute, reproduce, publish, transmit, display, commercialize and otherwise transmit images from your Artobjects for marketing or promotional purposes;

Licenses under sections (i), (iii)-(v) above are granted royalty-free.

The Platform shall pay you the license fee for the license granted under section (ii) as provided in Section 3 of the Appendix 1 hereto. The License Fee shall be calculated and paid at the last day of each month until termination.

You hereby also grant the Platform non-exclusive, worldwide, royalty-free licenses for the term hereof to:

- (vi) use, reproduce, modify, adapt, publish, share, re-post, translate, create derivative works of your name and image for marketing or promotional purposes;
- (vii) use your Profile information about you to promote your Artobjects.

The Platform may advertise, market, and promote, in any and all media (whether now known or hereafter devised), the availability of Artobjects on Artdott using any images, trailers, logos and metadata from Artobjects as it deems appropriate (including any non-substantial edits to such materials (e.g. cropping, re-sizing and re-formatting)) as well as any video clips from the Artobjects created by the Platform.

The Platform may make such modifications as may be necessary to confirm the Artobject or its title to applicable law.

Notwithstanding any expiration or termination of this Agreement for any reason, the Platform may continue to exercise the rights granted hereunder in order to provide Collectors who purchased Artobjects the ability to continue to access and view the applicable Artobjects after the termination hereof.

You hereby consent and agree that granting an exclusive license as provided in this section VIII you are not allowed to:

- (i) assign or grant a license to use your Artobjects uploaded to Artdott to any other platform or service or marketplace displaying, selling or otherwise providing access to digital art
- (ii) assign or grant a license to use a derivative work based on an Artobject if such derivative work consists of more than 50% of the original work.

You represent and warrant that (1) you own and control all rights in and to your Artobjects and have the right to grant such licenses to us and our affiliates and our respective licensees, successors, and assigns; and (2) your Artobjects does not and will not infringe, misappropriate or violate the intellectual property or other proprietary rights of any third party (3) all of your Artobjects do and will comply with this Agreement.

IX. Warranty Disclaimers and Assumption of Risk.

IX.1. Warranties and Representations.

You represent and warrant that You: (a) are at least the age of majority in Your place of residence and has the legal capacity to enter into this Agreement, (b) will use and interact with the Platform and Artdott only for lawful purposes and in accordance with this Agreement, and (c) will not cause the Platform and Artdott to violate any law, regulation or ordinance or any right of the Platform, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent (d) are not the subject of US Sanctions and you will not transfer any funds, currencies (including crypto and virtual) or other property to, or use them for the benefit of, anyone that is the subject of US Sanctions.

You further agree that You will comply with all applicable laws. THE ARTDOTT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE PLATFORM EXPLICITLY DISCLAIMS ANY

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IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE PLATFORM MAKES NO WARRANTY THAT THE ARTDOTT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE PLATFORM MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON ARTDOTT. THE PLATFORM WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF ARTDOTT, INCLUDING BUT NOT LIMITED TO 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 ARTOBJECT; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING ARTDOTT. THE ARTDOT NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH THE PLATFORM DOES NOT CONTROL. THE PLATFORM DOES NOT GUARANTEE THAT THE PLATFORM CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY ARTOBJECT. THE PLATFORM IS NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE ARTOBJECTS. THE PLATFORM IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ARTOBJECTS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

IX.2. Assumption of Risk.

You accept and acknowledge all risks associated with the following: (a) You are solely responsible for determining what, if any, taxes apply to Your purchase, sale, transfer or stream of Artobjects. The Platform is not responsible for determining or paying the taxes that apply to such transactions. (b) The Platform does not store, send, or receive cryptocurrency assets. Any transfer of cryptocurrency assets occurs within the supporting blockchain that is not controlled by the Platform. Transactions in Artobjects may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions of the Artobjects shall be deemed to be made when recorded on a public blockchain ledger, which is not necessarily the date or time that You initiated the transaction. (c) There are risks associated with using an Internet based digital asset, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Your Wallet. The Platform will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when effecting transactions on Artdott, however caused. (d) Digital assets, including blockchain based assets such as the Artdott NFTs, are subject to developing laws and regulations throughout the world. Legislative and regulatory may adversely affect the use, transfer, exchange and value of Artobjects. Artdott NFT are not legal tender and are not backed by the government. (e) Transactions involving the Artobjects may rely on third-party platforms to perform transactions which are outside of the Platform's control. Therefore access to and interactions for the Artobjects may be limited or unavailable.

X. INDEMNITY.

You shall defend, indemnify, and hold the Platform, its affiliates, subsidiaries, and its respective shareholders, members, managers, directors, officers, employees, personnel, agents, successors and assigns harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are

related to any claim, suit, action, demand, or proceeding made or brought by a third party (including any person who accesses or transacts using the Artojects whether or not such person personally purchased the Artojects) against the Platform, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (A) Your purchase, ownership, use and interaction with, or license to the Artojects, (B) Your breach or anticipatory breach of this Agreement, (C) Your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities in connection with Your use or interaction with the Artojects, (D) your dispute with other users and (E) any misrepresentation made by You (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by the Platform in the defense of any Claim and Losses. Notwithstanding the foregoing, the Platform retains the exclusive right to settle, compromise, and pay any and all Claims and Losses. The Platform reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of the Platform.

XI. LIMITATION OF LIABILITY.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE PLATFORM NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE ARTOBJECTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ARTOBJECTS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE ARTOBJECTS OR ACCESS ARTDOTT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PLATFORM OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. (b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL THE PLATFORM'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE OR INTERACT WITH THE ARTOBJECTS OR ACCESS ARTDOTT EXCEED THE PRIMARY TRANSACTION PURCHASE PRICE. (c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PLATFORM AND YOU.

XII. PROHIBITED CONDUCT

XII.1. Manipulating Market Prices

Artists are expressly forbidden from accepting, soliciting, offering, bidding, or otherwise transacting on or off of Artdott with the intent to artificially devalue, inflate, or otherwise deceptively influence, misrepresent, or cause to be misrepresented the price of an Artoject created by other Artists. Artists are prohibited from bidding on, making offers on, or purchasing their own Artojects.

XII.2. Anticompetitive Conduct

Artists are generally forbidden from engaging in any deceptive conduct that may prevent competitive or fair bidding, artificially inflate or deflate the price of a work, simulate demand for work (i.e, "wash trading"), or any other anti-competitive bidding conduct such as but not limited to "puffing," "chill bidding," "shill bidding," "sham bidding," or "sock puppet bidding."

XII.3. Using the Platform to Conceal Economic Activity

Artdott

Artists are expressly forbidden from selling Artobjects, listing items for Auction, making bids during an Auction, or engaging in any other transaction on Artdott for the purpose of concealing economic activity, laundering money, or financing terrorism.

XIII. GOVERNING LAW AND DISPUTE RESOLUTION

XIII.1. Governing Law.

This Agreement and any action related thereto will be governed by the laws of Hong Kong.

XIII.2. Dispute Resolution.

This section governs disputes with the Platform and does not govern disputes between users or between users and third parties. Disputes between you and Collectors shall be resolved in accordance with your agreement with a Collector.

XIII.3. Applicability of Arbitration Agreement.

You agree that any dispute, controversy, or claim relating in any way to your access or use of the Services, to any products sold or distributed through the Services, or to any aspect of your relationship with the Platform, will be resolved by binding arbitration, rather than in court, including threshold questions of the arbitrability of such dispute, controversy, or claim, but except that you may assert individual claims in Small Claims Tribunal if your claims qualify and so long as the matter remains in such tribunal and advances only on an individual basis.

XIII.4. Dispute resolution process.

You and the Platform both agree to engage in good-faith efforts to resolve disputes prior to either party initiating an arbitration. You must initiate this dispute resolution process by sending a letter describing the nature of your claim and desired resolution to: artist@artdott.com. Both parties agree to meet and confer personally, by telephone, or by videoconference (hereinafter "Conference") to discuss the dispute and attempt in good faith to reach a mutually beneficial outcome that avoids the expenses of arbitration. If you are represented by counsel, your counsel may participate in the Conference as well, but you agree to fully participate in the Conference.

If the parties do not reach agreement to resolve the dispute within thirty (30) days after initiation of this dispute resolution process, either party may commence arbitration.

XIII.5. Arbitration Rules and Forum.

To begin an arbitration proceeding after participating in the dispute resolution process, you must send a letter requesting arbitration and describing your claim to the Platform at artist@artdott.com.

Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Center (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong.

The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English language.

XIII.6. Authority of Arbitrator.

The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and the Platform. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

XIII.7. Waiver of Jury Trial.

YOU AND THE PLATFORM HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Platform are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

XIII.8. Waiver of Class Actions and Class Arbitrations.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A REPRESENTATIVE OR COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER, PERSON, OR ENTITY CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER, PERSON, OR ENTITY. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding.

XIII.9. Severability.

Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

XIII.10. Survival of Agreement.

This Arbitration Agreement will survive the termination of your relationship with the Platform.

XIII.11. Modification.

Notwithstanding any provision in this Agreement to the contrary, we agree that if the Platform makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) business days of such change becoming effective by writing to the Platform at the following address: support@artdott.com .

XIV. SUSPENSION AND TERMINATION

XIV.1. Account Suspension.

You agree that the Platform has the right to immediately without prior notice terminate this agreement, suspend your account, pause or cancel your access to the Services, or close your account if we suspect, in our sole discretion, that (1) your account is being used for money laundering or any illegal activity; (2) you have concealed or provided false identification information or other details; (3) you have engaged in fraudulent activity; (4) you are using, employing, or operating bots or other forms of automation and/or multiple accounts to engage in any activity on Artdott; or (5) you have otherwise acted in violation of this Agreement. You acknowledge and agree that we shall have no liability or obligation to you in the event of such suspension or cancelation and that you will not be entitled to a refund of any amounts that you have already paid to us.

XIV.2. License termination.

If you breach any of the provisions of this Agreement, all licenses granted by the Platform will terminate automatically.

The Platform reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Platform's sole discretion.

XIV.3. Termination by notice

You have the right to terminate this Agreement with prior written notice made as follows:

- (i) in case of Artist APC - at least 1 year before termination
- (ii) in case of Regular Artist - at least 1 month before termination

To submit the notice you have to press "Unsubscribe" in your Account.

Your subscription shall be terminated on the date following the last day of your termination notice. You will be charged a Subscription Fee until termination.

After termination you will not be able to upload, sell or rent any Artobjects as well as receive any fees except for royalties for secondary sales of Artdott NFTs. All your Artobjects uploaded to Artdott which are not sold at the date of termination will be removed from Artdott.

If you want to delete your account on Artdott you have to press "Delete Account". Your request will be processed by the Platform within 30 business days.

Once your Account is deleted by us you will lose all the content, data and everything from your Account.

XIV.4. Settlement

Whenever your Account is deleted or subscription is terminated the Platform shall settle all the outstanding debts to you within 30 days from such termination.

XV. COMMUNICATION

Artdott

You agree and understand that we will communicate with you via you Account or electronic means provided in your Account. To ensure that you receive all of our communications, you agree to keep your email address and telephone number current and notify us if there are any changes. You agree that any notices, agreements, disclosures, or other communications delivered to your Account or email address on record are considered valid.

XVI. ENTIRE AGREEMENT

This Agreement and the Terms and Conditions constitute the entire agreement between you and our Platform with respect to the subject matter of this Agreement.

XVII. SEVERABILITY

If any provision of this Agreement is held to be unlawful, or for any reason, unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

XVIII. NO THIRD PARTIES RIGHTS

Nothing in this Agreement, express or implied, is intended to make any person or entity that is not a party to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

Artist

Director of Bloomsbury Limited

Name:

Name:

Carles Sola Vila

Artist Address:

Business Address:

Flat D, 2/F, Asian Building, 258 Cheung Sha Wan Road,
Kowloon, Hong Kong

Signature:

Signature:

Date:

Date:

Artdott

Appendix 1

1. Transactional Fees

Primary Sale & Streaming services	ARTDOTT FEE vs GALLERY price (auction or gallery price)	NFT NON-MEMBER	PRIVATE MEMBERSHIP	BUSINESS MEMBERSHIP	PREMIUM MEMBERSHIP
	artist	30%	30%	30%	30%
	artist APC	50%	50%	50%	50%

2. Royalty

Secondary Sale	Royalties vs GALLERY price (auction or gallery price)	ARTWORK	NFT
	Artist royalties	3%	3%

3. License Fee

The License Fee is 70% of the Streaming Price of each of your Artworks streamed on Artdott.

4. Subscription Fee

Subscription Fee vs Artist Status	Free Trial Period (days)	Subscription Fee/month
Artist	N/A	Free
Artist APC	N/A	Free