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| **NFT ART COLLECTABLE TERMS AND CONDITIONS** | |

This NFT art collectable terms and conditions is made as of the day of form submission (the “Effective Date”) by and among/between **Prospects NFT** and **client**. The parties agree as follows:

**1. License. NFT Collectables EGS** hereby grants to the Client An exclusive NFT card player

Whereas EGS is authorized to use the Non-Fungible Token for the purposes of

1. The Client has agreed to grant a license to **Prospects NFT** to create an NFT on their marketplace based on the terms and conditions set out in this agreement
2. Clients grants the right to include on the front and/or back cover of a NFT collectable card, a reproduction of **Prospects NFT** collectable card on which the client is pictured and, the right to include on the box containing a **Prospects NFT** collectable card, a reproduction of a EGS NFT collectable card on which the client is pictured.
3. In consideration of the payments to be made by the Client to **Prospects NFT** under clause 3, the client grants to **Prospects NFT** unlimited permission to Create and NFT with the above-described art in perpetuity without expectation of receiving additional compensation
4. **Prospects NFT** holds rights to promote and sell non-exclusive NFTs from contracts on their marketplace at a price in accordance with industry averages.
5. Client relinquishes rights to reproduce Artwork as any additional NFT format. If found in violation, EGS may use all options under the law to recoup what it may consider as lost revenue.
6. EGS owns the intellectual property rights and title in the art, brief particulars of which are set out on Schedule 1
7. The Client guaranties a license to use the “Art (Photograph” for the purposes of creating and selling a digitized token – NFT
8. The Client guarantees approval from players team to use their logo on the creating and selling of the digitized token – NFT
9. Client authorized EGS to use the NFT worldwide
10. Clients Parents have authorized EGS to use players image on the creation of publicly traded digital assets

**2. Ownership of Photos.**The Client agrees that, subject to the rights and licenses granted herein, Photographer is, and will remain, the sole and exclusive owner of all rights, title, and interest, throughout the world, to all Photos and any copies of the Photos. Except as expressly provided in this Agreement, Photographer reserves all rights and licenses not expressly granted in this Agreement.

**3. Fee.**

Client shall pay a fee in consideration for the rights and licenses granted herein.

1. EGS shall be responsible for the cost of creating and arranging the sale of the NFT of the ART. EGS shall be solely responsible for expenses as they relate to reproducing Art as outlined in the Scope of Work. EGS will have no additional financial liabilities due to the artist outside of the agreed-upon licensee fee and commissions
2. EGS will receive royalty commissions of 15% of the sale price from the sale of the NFT. EGS is not responsible for market fluctuations within the blockchain.
3. The fee shall be paid in Fiat Currency

**4. Restrictions on Use.**Client will not use the NFT for any of the following purposes: (Check all that apply)

☐ No Unlawful Use. Client will not use the NFT in any unlawful manner

☐ No Standalone File Use. Client will not use the NFT in any way that allows a standalone file or content file to be downloaded, extracted, or redistributed by others.

☐ No Use in Trademark or Logo. Client will not use the NFT in any trademark, design, logo or other mark.

**5. Indemnification.**Client will indemnify, defend, and hold harmless EGS from all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys’ and experts’ fee and costs) arising out of or as a result from use of the NFT by Client, except in the event that any claims, demands, causes of action, judgments, or expenses arose out of willful misconduct, gross negligence, or bad faith by EGS.

**6. Limitations of Liability.**EXCEPT FOR ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY, NOR ANY AFFILIATE, WILL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY AFFILIATE OR OTHER THIRD PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. CLIENT MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. EGS DOES NOT SEEK TO LIMIT CLIENT’S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

**7. Term.**

Not applicable. This a perpetual license.

**8. Assignment.**This Agreement may not be assigned by the Client without the Photographer's prior written consent. Photographer may assign this Agreement, in whole or in part, to any affiliate or successor.

**9. Severability.**If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

**10. No Waiver**. This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

**11. Entire Agreement.** This Agreement represents and constitutes the entire agreement between the parties, and supersedes and merges all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

**12. Disputes.**Any dispute arising from this Agreement shall be resolved through: (Check one)

1. If there is a disagreement between the Client and EGS on the interpretation of this agreement or any aspect of the performance by either party of its obligations under this agreement, representatives of the parties will, within 10 days of receipt of a written request from either party to the other, meet in good faith and try to resolve the disagreement without recourse to legal proceedings
2. If resolution does not occur within 7 days after the meeting, the parties may resolve jointly and appoint a mediator or independent expert to do so.
3. Nothing in this clause restricts either party’s freedom to seek urgent relief to preserve a legal right or remedy, or to protect proprietary or trade secret rights.

**13. Notices.**All notices, demands or other communications to be given under this Agreement by either Party to the other may be affected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with a return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**IN WITNESS WHEREOF,**the Parties have entered into this Agreement as of the Effective Date.