

# ROGUE

# ROGUE NFT PURCHASE AGREEMENT

Last Updated March 11, 2024

## NFT PURCHASE AGREEMENT

This NFT Purchase Agreement (this "Agreement") is a legally binding agreement by and between YDKM Studios LLC ("YDKM") and the initial and any subsequent purchaser of this Rogue (defined below) ("you" or "Purchaser"). YDKM and each Purchaser may be referred to throughout this Agreement collectively as the "Parties" or individually as a "Party".

WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (EXCEPT AS SPECIFIED BELOW) TO RESOLVE ANY DISPUTE BETWEEN YOU AND YDKM THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 10 "DISPUTE RESOLUTION" BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 10 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 9 "GOVERNING LAW" OR RELEVANT PROVISIONS OF APPLICABLE LAW WILL STILL APPLY. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN OBLIGATION ON YDKM TO CREATE / PROVIDE ANY ACCESS RIGHTS IN RELATION TO THE ROGUES.

## AGREEMENT TO TERMS

(a) General. By purchasing a Rogue, you acknowledge that you have carefully read and agree to the terms of this Agreement. "Rogue" means a non-fungible token (NFT) (i.e., a controllable electronic record recorded on a blockchain). Each Rogue is digital in nature and is not linked to and is not sold together with (i) any items or representations that have physical dimensions such as mass or volume, or (ii) any Access Rights (as defined below) as of the time of purchase. This Agreement governs your participation in the Primary Transactions on (the "Website") as well as Secondary Transactions between Transferors and Transferees (as defined below).

(b) Additional Terms. The access and use of the Website are subject to the separate terms of the Website available at: [Rogue.xyz](https://Rogue.xyz). Purchaser further acknowledges that Purchaser has carefully read and has accepted the (i) Website Terms of Service (the "Website Terms") and (ii) the Website Privacy Policy (the "Website Privacy Policy") because the Website Terms and the Website Privacy Policy govern its use of the Website. This Agreement controls if there is a conflict between, on the one hand, any of the Website Terms or the Website Privacy Policy, and, on the other hand, this Agreement, with respect to Rogue.

## OWNERSHIP OF ROGUE

(a) When Purchaser acquires a Rogue, Purchaser owns all personal property rights to that Rogue (e.g., the right to freely sell, transfer, or otherwise dispose of that Rogue). No other rights of any kind or nature with respect to the Rogue or any image or other intellectual property associated with, related to, or linked to, a Rogue are granted or licensed to

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Purchaser.

(b) Ownership of a Rogue may following the date hereof entitle the Purchaser to certain tangible or rights, benefits, interests, preferences, or privileges herein offered from time to time by YDKM or third parties in their respective sole discretion (“Access Rights”). Access Rights, if any, will be offered pursuant to separate terms (whether written or unwritten) published from time to time by YDKM, or the applicable third party.

(c) Purchaser represents and warrants that Purchaser will not transfer a Rogue in any Secondary Transaction to a Transferee who is designated or specified under regulations made under the Sanctions and Anti-Money Laundering Act 2018 (Chapter 13) of the laws of England and Wales. (“Prohibited Transferee”). A “Secondary Transaction” means any transaction in which a Rogue is sold by one owner to another owner, or is otherwise transferred, distributed, or disseminated (regardless of whether consideration is paid) in any manner that is not a Primary Transaction; and “Primary Transaction” means a transaction facilitated through the Website in which a Rogue is first sold to Purchaser.

(d) For the avoidance of doubt, without limiting Section 2(a), nothing contained in this Agreement will be deemed to grant Purchaser any rights in or to any image or other intellectual property associated with, related to, or linked to, a Rogue, including any right to use such image or intellectual property for any non-personal or commercial purposes, or to create any derivative works of such image or intellectual property. Notwithstanding the foregoing, to the limited extent that an image is displayed as a result of the operation of the smart contract related to the Rogue in connection with Purchaser’s use of a Rogue in accordance with this Agreement, Purchaser will have the right to display such image for Purchaser’s own personal, non-commercial purpose for so long as Purchaser owns the Rogue.

## PAYMENT AND FEES

(a) Purchase and Sale. Purchaser hereby agrees to purchase the Rogue at the price set forth on the transaction page of the Website and in accordance with the procedures set forth on the Website (the “Primary Transaction Purchase Price”). Without limiting any of the foregoing, the valid acceptance of this Agreement, including the delivery of the Rogue, is conditioned upon the following terms being met: (i) Purchaser’s payment of the Primary Transaction Purchase Price, (ii) Purchaser’s provision, through the Website, of a Ethereum Network-compatible network wallet address and a “wallet” that is compatible with the Website (“Wallet”) to which the Rogue will be delivered; and (iii) Purchaser’s successful completion (as determined by YDKM in its sole discretion) of any applicable diligence and other processes as requested by the YDKM. If the Purchaser fails to meet any of the conditions above, YDKM may suspend the delivery of the purchased Rogue or terminate the Primary Transaction. YDKM reserves the right, in its sole discretion, to limit the number of Rogues that may be purchased by any single person. Purchaser may only purchase a maximum number of Rogues per Wallet as determined from time to time by YDKM in its sole discretion.

(b) Purchaser Presentations.

(i) Qualifications. Purchaser represents and warrants that Purchaser (A) is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; (B) is not listed on any U.S. Government list of prohibited or restricted parties; (C) is not designated or specified as a Prohibited Transferee, (D) is the age of majority in Purchaser’s place of residence (which is typically 18 years of age in most U.S. states) and has the legal capacity to enter into this Agreement; (D) will use and interact with the Rogue only for lawful purposes and in accordance with this Agreement; and (E) will not use the Rogue to violate any law, regulation or ordinance or any right of YDKM, its licensors or any third party, including without limitation, any



right of privacy, publicity, copyright, trademark, or patent. Purchaser further agrees that he/she will comply with all applicable law.

(ii) Artistic Purposes Only. Purchaser represents and warrants that Purchaser (A) is purchasing the Rogue for personal enjoyment purposes, and (B) is not purchasing any Rogue with the intent or expectation of profits from any appreciation in value or otherwise from the Rogue or any Access Rights that may from time to time be granted by YDKM or third parties.

(iii) Qualified Consumer. Purchaser acknowledges and agrees that Purchaser has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of non-fungible cryptographic tokens, token wallets and other token storage mechanisms, public and private key management, blockchain technology, and blockchain-based software systems to understand this Agreement. Purchaser understands, acknowledges and agrees that such knowledge allows it to appreciate the implications and risks of acquiring the Rogue herein.

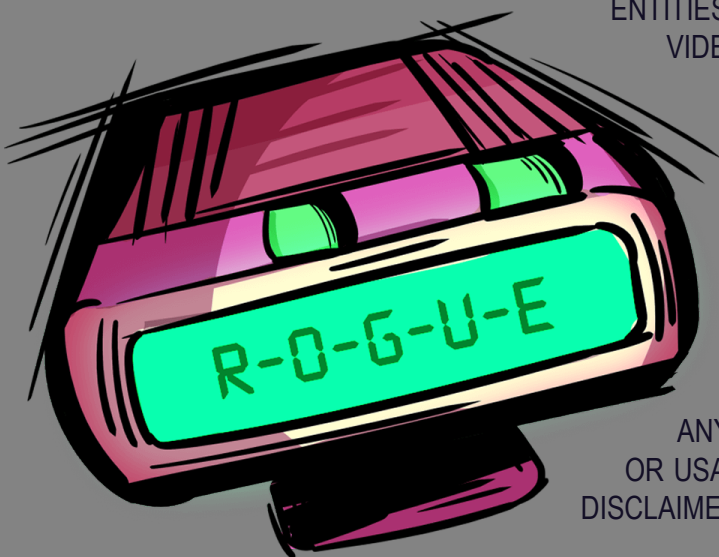
(c) Form of Payment. All payments for the Primary Transaction Purchase Price shall be made via Ethereum, unless otherwise determined in YDKM's sole discretion.

(d) Gas Fees. By buying or selling a Rogue on the Website or any other platform, you agree to pay all applicable fees, including, but not limited to, any transaction fees and Gas Fees, as applicable. "Gas Fees" fund the network of computers that run the decentralized Ethereum network, meaning that the Purchaser will need to pay a Gas Fee for each transaction that occurs via the Ethereum network. YDKM does not have any insight into or control over these payments or transactions, nor does YDKM have the ability to reverse any transactions. Accordingly, YDKM will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions of the Rogues that you engage in.

(e) Transfers: All Secondary Transactions are subject to Section 3(b) of this Agreement, as well as the following terms: (i) the Rogue transferee (the "Transferee") shall, by purchasing or otherwise receiving the Rogue, be deemed to accept all of the terms of this Agreement as a "Purchaser" hereof (other than with respect to Sections 3(a) and 3(c)); and (ii) the Rogue transferor (the "Transferor") shall provide notice to the Transferee of this Agreement, including a link or other method by which the terms of this Agreement can be accessible by the Transferee, and shall cause the Transferee to agree to the terms of this Agreement. Purchaser further acknowledges and agrees that all Secondary Transactions will be effected on the Ethereum blockchain, the blockchain network governing the Rogue, and Purchaser will be required to make or receive payments exclusively through Purchaser's cryptocurrency wallet.

## WARRANTY DISCLAIMERS

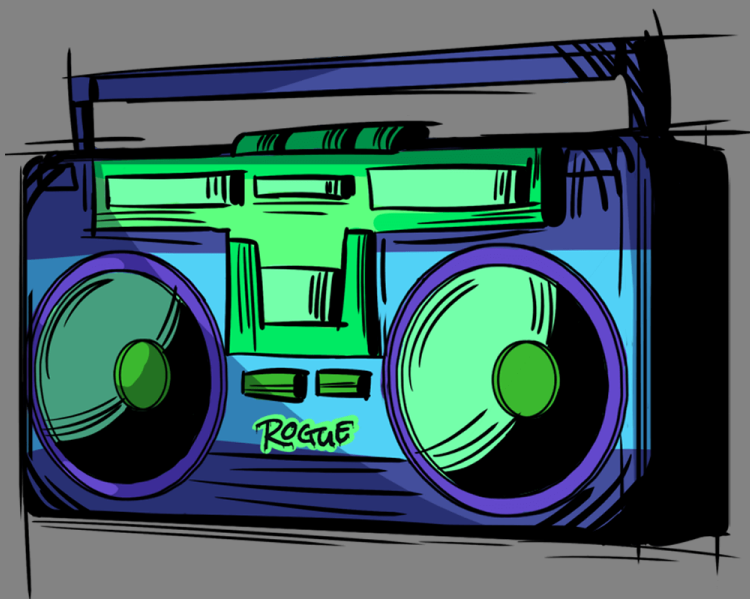
ALL ROGUES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, YDKM EXPLICITLY DISCLAIMS ON BEHALF OF ITSELF, ALL OTHER PERSONS, ENTITIES AND PARTIES THAT ARE OR IN THE FUTURE MAY PROVIDE ANY ACCESS RIGHTS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "DISCLAIMED PARTIES") ANY AND ALL WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OR TRADE. YDKM ON BEHALF OF ITSELF AND THE DISCLAIMED PARTIES MAKES NO REPRESENTATION, WARRANTY,



OR GUARANTEE THAT THE ROGUE WILL MEET PURCHASER'S REQUIREMENTS, OR THE ROGUE WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NEITHER YDKM NOR THE DISCLAIMED PARTIES MAKE ANY REPRESENTATION, WARRANTY REGARDING OR GUARANTEE REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT RELATED TO THE ROGUE.

NEITHER YDKM NOR THE DISCLAIMED PARTIES WILL BE RESPONSIBLE OR LIABLE TO PURCHASER FOR ANY LOSS, AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO PURCHASER FOR, ANY USE OF THE ROGUE, 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 FILES; (IV) UNAUTHORIZED ACCESS TO THE ROGUE; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, HACKING, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

NEITHER YDKM NOR ANY DISCLAIMED PARTY IS RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE ROGUE. NEITHER YDKM NOR ANY DISCLAIMED PARTY IS RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ROGUE, 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.

#### ASSUMPTION OF RISK

Purchaser accepts and acknowledges all risks associated with the following:

(a) The disclaimers set forth in Section 4 above.

(b) Any Access Rights, and the lack of Access Rights, as may be the case from time to time.

(c) Purchaser is solely responsible for determining what, if any, taxes and gas fees apply to Purchaser's purchase, sale, or transfer of the Rogue. YDKM is not responsible for determining or paying the taxes

or gas fees that apply to such transactions.

(d) Rogues are digital assets recorded and transferable on the Ethereum blockchain. Any transfer of a Rogue occurs through automated processes on the Ethereum blockchain, which is not controlled in any capacity by YDKM. Transactions involving Rogues may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions of the Rogues shall be deemed to be made when recorded on the Ethereum blockchain ledger, which is not necessarily the date or time that Purchaser initiated the transaction.

(e) 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. YDKM will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when effecting transactions involving Rogues, however caused, including any Gas Fees paid or payable in connection therewith. YDKM does not store your

password, passkey, private key or other credentials needed to access the Rogues following the sale, and will not be able to recover such items if you should lose them. Purchaser should keep a copy of your password, private key or passkey in a secure location.

(f) Transactions involving Rogues may rely on third-party platforms to perform transactions which are outside of YDKM's control.

### **LINKS TO THIRD PARTY WEBSITES OR RESOURCES**

Use and interaction of the Rogue may allow Purchaser to access third-party websites or other resources. All such websites are provided only as a convenience and neither YDKM nor the Disclaimed Parties are responsible for the content, products, or services on or available from those resources or links displayed on such websites. Without limiting Section 5, Purchaser acknowledges sole responsibility for and assumes all risk arising from Purchaser's use of any third-party resources. Under no circumstances shall Purchaser's inability to view any image or display associated with a Rogue on a third-party website serve as grounds for a claim against YDKM or any Disclaimed Party.



### **INDEMNITY**

Purchaser shall defend, indemnify, and hold YDKM and all Disclaimed Parties (collectively, the "YDKM Parties") 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 Rogues whether or not such person personally purchased the Rogues) against any YDKM Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (a) Purchaser's purchase, ownership, use and interaction with the Rogues, (b) Purchaser's breach or anticipatory breach of this Agreement, (c) Purchaser's violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities in connection with Purchaser's use or interaction with the Rogues, and (d) any misrepresentation made by Purchaser (all of the foregoing, "Claims and Losses"). Purchaser will cooperate as fully required by YDKM in the defense of any Claim and Losses. Notwithstanding the foregoing, YDKM may act on behalf of the Purchaser to agree to any settlement or compromise with respect to any Claims and Losses, and any such agreement shall bind and be an obligation of the Purchaser. YDKM reserves the right to assume the exclusive defense and control of any Claims and Losses. Purchaser will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of YDKM.

### **LIMITATION OF LIABILITY**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF THE YDKM PARTIES 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 RUGUES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE PURCHASE OF ANY ROGUE, FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE ROGUES OR ACCESS OR FROM THE RECEIPT OR EXPLOITATION OF ANY ACCESS RIGHTS, OR THE LACK OF ACCESS RIGHTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT YDKM PARTIES HAVE 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 AGGREGATE LIABILITY OF THE YDKM PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT, THE PURCHASE OF ANY ROGUE, FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH ANY ROGUE OR ACCESS OR FROM THE RECEIPT OR EXPLOITATION OF ANY ACCESS RIGHTS, OR THE LACK OF ACCESS RIGHTS 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 YDKM AND PURCHASER.

## GOVERNING LAW

These Terms, and any legal action related to these Terms, shall be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Unless otherwise specified in Section 14 "Dispute Resolution," the state and federal courts located in the State of California and City of San Francisco shall have exclusive jurisdiction over all disputes (as defined below), and both you and YDKM waive any objection to jurisdiction and venue in such courts.

## DISPUTE RESOLUTION

(a) Informal Dispute Resolution.

Prior to initiating any formal arbitration proceeding, you and YDKM are required to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Website (collectively, "Disputes") through informal means. This includes notifying the other party in writing of a claim and engaging in an informal resolution process for at least sixty (60) days. As part of this process, you must contact us at [contact@YDKMstudios.com](mailto:contact@YDKMstudios.com).

(b) Mandatory Arbitration of Disputes.

Both you and YDKM agree that any Dispute will be resolved exclusively through binding, individual arbitration, and not through a class, representative, or consolidated action or proceeding.

You and YDKM further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that both parties are waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall remain in effect even after termination of these Terms.

(c) Exceptions.

There are limited exceptions to Section 14(b) above: (i) both parties may seek to resolve a Dispute in small claims court if it meets the requirements; and (ii) both parties retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of their intellectual property rights.

(d) Conducting Arbitration and Arbitration Rules.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") in effect at the time, unless modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The party initiating arbitration must submit a written Demand for Arbitration to AAA and provide notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).



Arbitration hearings will take place in San Francisco, California, USA, with provision made for remote appearances to the maximum extent permitted by the AAA Rules, unless both parties agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this arbitration agreement.