

Topps NFT- Additional Terms (supplemental to OpenSea Terms of Service)

1. **NFT Description.** You may be permitted to purchase or place a bid on and subsequently pay for (together, “**Purchase**”) certain non-fungible tokens created by The Topps Company, Inc., a Delaware corporation and/or its affiliates (“**Topps**”) and offered for sale through OpenSea or another platform (the “**Platform**”) (such non-fungible tokens, “**NFTs**”). These Additional Terms (“**Additional Terms**”) describe your rights and obligations with respect to such NFTs.
2. **Ownership and License**
 - 2.1. **Ownership.** Purchasing an NFT via the Platform entitles you to the ownership of the NFT. Except as set forth below, you may use or resell the NFT as you choose, provided that any purchaser of a resold NFT (“**Secondary Sale**”) will also be subject to these Additional Terms. Immediately following any Secondary Sale, your ownership of the NFT and any associated licenses provided under these Additional Terms will terminate. Your purchase of, and the transfer of ownership of, the NFT is subject to your agreeing to these Additional Terms and any applicable Terms of Use on the Platform (the “**Platform Terms**”). As between you and Topps, and notwithstanding any term or condition of the Platform Terms, in the event of any conflict between the Platform Terms and these Additional Terms, these Additional Terms shall control.
 - 2.2. **License.** Subject to your complete and ongoing compliance with these Additional Terms and the Platform Terms, Topps grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable (except in connection with a Secondary Sale), non-sublicensable, revocable license to use any to any intellectual property (or related intellectual property rights) included in the NFT (“**NFT IP**”) solely as included in the NFT. For clarity, except for the foregoing license, neither your purchase of the NFT nor these Additional Terms grant you any other license or rights to any NFT IP.
 - 2.3. **License and Use Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not:
 - a. Profit from, otherwise commercialize, or license the NFT, including in connection with the marketing, advertising, or selling of any third party product, except as part of a Secondary Sale;
 - b. Modify the NFT in any way or combine the NFT with, or embed the NFT into, any digital or other content or media;
 - c. Use the NFT in any manner which infringes upon the intellectual property rights of any person or entity;
 - d. Use the NFT in connection with or to promote any illegal activity, hate speech, violence, inappropriate or obscene content, or in any other manner which could tarnish or harm the reputation of Topps, Fanatics Holdings, Inc. and its affiliates (“**Fanatics**”), the partners of Topps and Fanatics (including the MLB Entities (as defined below)) and their affiliates (“**Partners**”);
 - e. Commit any of the foregoing actions with respect to the NFT IP;
 - i. Use the NFT IP except as incorporated in the NFT; or

- ii. Encourage or permit any third party to do any of the foregoing.
- 2.4. **Royalties.** 7.5% of any amounts payable to you upon a Secondary Sale shall be remitted to Topps as a royalty hereunder.
- 2.5. **MLB Entities.** “MLB Entities” means MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, the Clubs, Major League Baseball Properties, Inc., and The MLB Network LLC and each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.
- 3. **Disclaimer.** NFTS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ALL NFT SMART CONTRACTS OPERATE ON THE DECENTRALIZED ETHEREUM LEDGER. TOPPS, FANATICS, THE PARTNERS AND EACH OF THEIR AFFILIATES HAVE NO CONTROL OVER AND MAKE NO PROMISES OR GUARANTEES WITH RESPECT TO ETHEREUM OR SMART CONTRACTS. YOU AGREE THAT TOPPS, FANATICS, THE PARTNERS AND EACH OF THEIR AFFILIATES ARE NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR ANY ISSUES OR LOSSES RELATED TO THE NFT, THE ETHEREUM BLOCKCHAIN, YOUR DIGITAL WALLET, OR SMART CONTRACTS.
- 4. **Eligibility.** In order to purchase the NFT you must be 18 years of age or older or the age of majority in your jurisdiction, whichever is greater.
- 5. **Assumption of Risk.** The value of NFTs is subjective and therefore can be volatile. NFTs and similar assets are collectibles and have no inherent or intrinsic value. Topps, Fanatics, and the Partners do not and cannot guarantee that any NFTs purchased will retain their original value. You agree to assume all risk associated with the use and value of the NFT.
- 6. **Governing Law.** These Additional Terms shall be governed by the laws of the State of New York.
- 7. **Arbitration; No Class Action.**

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Your purchase of an NFT constitutes your acceptance of this Arbitration provision.

As a condition to purchasing the NFT, you and we agree that any and all disputes, claims and causes of action involving Topps, Fanatics and/or the Partners (collectively, "Claims") arising out of or connected with the NFT (except for small claims court Claims, if applicable) shall be resolved exclusively by binding arbitration under the rules of the American Arbitration Association ("AAA"), including the Supplementary Procedures for Consumer-Related Disputes, for full and final settlement of such Claim applying the Federal Arbitration Act and other federal arbitration laws. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT. YOU AND WE ALSO AGREE THAT (A) ANY CLAIMS WILL BE RESOLVED INDIVIDUALLY NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE, MEMBER OF OTHERWISE ON BEHALF OF OTHERS IN ANY PURPOSED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING AND NOT THROUGH ANY CLASS ACTION, (B) IF A CLAIM PROCEEDS IN COURT ANYWAY, WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL; AND (C) EITHER YOU OR WE

MAY SEEK A COURT INJUNCTION REGARDING INTELLECTUAL PROPERTY INFRINGEMENT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY.

8. **Indemnity.** You agree to defend, indemnify and hold Topps, Fanatics and the Partners, and each of their subsidiaries, affiliates, suppliers, and licensors and each of their respective officers, agents, partners and employees (the "Indemnified Parties") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, issued by any third party due to or arising out of an actual or alleged breach of these Additional Terms (including, without limitation, any breach of your representations and warranties set forth herein) and/or your acts or omissions.
9. **LIMITATION ON LIABILITY.** IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, COST OF COVER DAMAGES OR INTANGIBLE LOSSES OF ANY KIND ARISING FROM YOUR USE OF THE PROPERTIES, YOUR INABILITY TO USE THE PROPERTIES, OR THE PRODUCTS AVAILABLE THROUGH THE PROPERTIES, EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DIRECT DAMAGES EXCEEDING THE GREATER OF THE FEES YOU PAID TO US FOR PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CLAIM AT ISSUE IN THE TWELVE MONTHS PRECEDING THE CLAIM OR TEN UNITED STATES DOLLARS.