

TERM SHEET FOR “NFGRAPEVINE” TOKENS
OF
WÄNGU PÄNGU GMBH (“COMPANY”)

Non-Refundability

The purchase of the Tokens is non-refundable. The Company only owes the delivery of the Tokens to the Purchaser.

General Information and Disclaimer:

1. This is a legal document between the Purchaser and the Company. By acquiring the Company's Tokens, you agree to be bound by this Agreement. Read this document carefully.
2. By acquiring the Tokens, you affirm that you are able and legally competent to agree to and comply with this Agreement. If you do not agree to the terms of this Agreement or are not legally competent to agree to this Agreement, then you may not acquire and use the Tokens.
3. The Tokens being sold hereunder involve a high degree of risk. Only those Purchasers who can bear the loss of their entire purchase should acquire the Tokens.
4. The Tokens have not been registered or qualified under the securities laws of any jurisdiction.

The Tokens are not regulated by any central bank, or other governmental authority.

The Company provides no representation as to the legal status of the Tokens in any jurisdiction. The Company does not provide investment advice with regard to the purchase of the Tokens. The issuance or transfer of the Tokens shall be subject to the Purchaser's acceptance and execution of the relevant legal disclosures and agreements in connection therewith. It is the Purchaser's sole responsibility to seek professional advice prior to acquiring Tokens from the Company.

5. The Tokens do not confer any right to make decisions about the management of the Company, and do not entitle the holder of the Token to a share in the profits and losses of the Company. No agency, partnership or joint venture is intended or created by this Agreement.
6. The Purchaser is aware that there are risks associated with using Internet-based digital assets such as NFTs and cryptocurrency, including, but not limited to, the risk to 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 the holder of the Token's blockchain wallet.

The Purchaser accepts and acknowledges that the Company will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when using the Polygon blockchain network.

The Purchaser accepts and acknowledges that the Company will not be responsible for any loss of access to the Tokens due to loss of the private key(s), custodial error or purchaser error, mining attacks, hacking, security weaknesses, fraud, counterfeiting, cyberattacks, and other technological difficulties.

7. The Purchaser should seek, and must depend upon, the advice of his/her/its tax advisory with respect to their purchase. Nothing in this term sheet is or should be construed as legal or tax advice to the Purchaser. The Purchaser shall bear sole and full responsibility for any taxes imposed on the Purchaser by any governmental authority as a result of the purchase of the Tokens, and any future acquisition, ownership, use, sale or other disposition of the Tokens held by the Purchaser. To the maximum extent permitted by law, the Purchaser agrees to promptly indemnify, defend and hold the Company or any of its representatives harmless for any claim, liability, assessment or penalty with respect to any taxes.
8. By acquiring the Tokens, the Purchaser represents that he/she is of legal age to purchase and consume wine products in the Purchaser's jurisdiction. The Purchaser agrees to provide the Company with accurate information and verification concerning his/her age or identity if the Company requests it and agrees not to assist anyone in accessing the Tokens and related products or services if they are below the legal age to purchase and consume wine products in their jurisdiction.
9. The Company's performance of this Agreement is subject to existing laws and legal processes, and nothing contained in this Agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to the Purchaser's acquisition and use of the Tokens or information provided to or gathered by the Company with respect to such use.
10. This Agreement constitutes the entire agreement between the Purchaser and the Company with respect to the subject matter hereof, and supersedes all other communications, including but not limited to all prior agreements between the parties with respect to such subject matter.
11. The Tokens and related products and services contain valuable trademarks and service marks owned and used by the Company, including but not limited to the #NFGrapevine design logo, tagline and NFT artwork (collectively, the "#NFGrapevine Marks"). Any use of the #NFGrapevine Marks without prior written permission of the Company is strictly prohibited.

The Purchaser acknowledges and agrees that the Company (or, as applicable, its licensors) own all rights, title, and interest in and to any artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright, recipes, formulas and other creative materials that may be associated with any NFT minted by or with permission from the Company. In addition, the arrangement and layout of the Tokens and related products and services, including but not limited to, the #NFGrapevine Marks, images, text, graphics,

buttons, screenshots, music, digitally downloadable files, and other content or material are the sole and exclusive property of the Company. All other trademarks, service marks, product names, company names, or logos that are not owned by the Company but which appear on the Tokens and related products and services are the property of their respective owners.

12. By providing your name, address, email address and cell phone to the Company you expressly authorize the Company to contact the Purchaser, including with information regarding current and future offerings from the Company. To unsubscribe from the Company's mailing list, click the unsubscribe link located at the bottom of each email.
13. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY OR ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES, OR THIRD PARTIES PROVIDING INFORMATION REGARDING THE TOKENS AND RELATED PRODUCTS AND SERVICES VIA OTHER CHANNELS, INCLUDING BUT NOT LIMITED TO PHONE AND EMAIL, BE LIABLE TO ANY USER OF THE TOKENS AND RELATED PRODUCTS AND SERVICES OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE TOKENS AND RELATED PRODUCTS AND SERVICES OR ANY INFORMATION CONTAINED ON THE TOKENS AND RELATED PRODUCTS AND SERVICES, INCLUDING USER-GENERATED CONTENT, WHETHER BASED UPON WARRANTY, CONTRACT OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
14. This Agreement and all disputes arising out of or related to the Purchaser's use of the Tokens and related products and services are governed by the laws of Switzerland, without regard to conflict of law principles.

The Company makes no representation that the Tokens and related products and services are appropriate or available for use in other locations and accessing them from territories where their contents are illegal is prohibited. Those who choose to use the Tokens, related products and services from other locations do so on their own initiative and are responsible for compliance with local laws.

15. The Company reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under this Agreement. Provisions regarding changes of this Agreement will apply accordingly. The Purchaser may not assign or transfer his/her rights or obligations under this Agreement in any way, without the written permission of the Company.

Unless stated otherwise in the description of the Token, a Token that the Purchaser owns will be transferable, but any transferee will be subject to this Agreement.

16. The Company reserves the right to amend or otherwise modify this Agreement at any time. The Company will provide notice of significant changes when required by law.