

SERVICES AGREEMENT

xx.xx.202x

A representative of the Art Keepers community, Reallm LLC, registered under the laws of Great Britain with registration number 11696449 and registered address Corner Cottage, Manningford Abbots, Pewsey, Wiltshire, England, SN9 6HY hereinafter referred to as the “Exhibitor”, represented by Director Alexandr Kosenkov, acting on the basis of the Charter, as one party, and XXX, passport xxx, address xxx, hereinafter referred to as the “Owner”, as another party. Hereinafter together referred to as the “Parties” and separately as the “Party”, have signed this agreement hereinafter referred to as the “Agreement” as follows:

1.1 The Owner confirms that he or she has legal rights (and will have throughout the term of the Agreement) to the extent that enables the Owner to sign and execute the Agreement on the terms described herein with respect to the following artworks (hereinafter referred to as the “Works”) of which XXX is the Author (hereinafter referred to as the “Author”) , with images and other parameters of which listed in Appendix 1 to this Agreement. The Owner further acknowledges that he or she is the legal owner of all copyright and intellectual property rights for the Works and has a right to grant them to the Exhibitor hereunder.

1.2 The Owner agrees to provide the Works to the Exhibitor for the purpose of creating a collection of non-fungible tokens hereinafter referred to as the “Collection” and the Exhibitor agrees to arrange for the initial listing of the Collection hereinafter referred to as the “Listing” on the trading venue hereinafter referred to as the “Trading Venue” of yy.yy.202y hereinafter referred to as the “Listing Start Date” selected at the Exhibitor's sole discretion, on the terms of this Agreement.

1.3 The Exhibitor confirms that:

- The Trading Venue would meet all the usual conditions necessary for art sales and preservation of exhibited objects, and is equipped with the necessary functionality for buying/selling non-fungible tokens;
- The Exhibitor has a sufficient number of qualified staff members with experience in creating and listing collections, both in terms of their organization and in terms of advertising;
- The Works will be used by the Exhibitor only for the purpose of the Collection's creation. Ownership of any and all of the Works will remain solely with the Owner;
- Collection Tokens will be licensed under CC-BY-4.0. Under this license, the holder of the Token receives a non-exclusive right to any commercial use of the electronic image referred by the Token, valid for the duration of the Token's ownership;
- The rights of administration and the Collection itself will be at the disposal of the Exhibitor for the duration of the initial listing process;
- The Collection Tokens will be used by the Exhibitor only for the purposes of listing on the Trading Venue, as well as for advertising and promotion of the Collection in accordance with the terms of this Agreement;

Exhibitor will conduct their activities in a manner that does not damage the Works and does not make a false or misleading presentation of the Works, the Owner or the Author.

2. The Owner undertakes the following obligations:

2.1 Provide the Exhibitor with scans or photographs of the selected Works no later than 30 days prior to the Listing Start Date;

2.2 Ensure that all materials are provided in good quality/condition and ready for immediate display;

2.3 Provide the Exhibitor and other third parties with any documents that may be required for the Listing by the Owner in a timely manner;

2.4 The Works should be provided to the Exhibitor together with all copyrights and intellectual property rights specified in clause 6.1 hereof;

2.5. Timely respond to the Exhibitor's requests for coordination of organizational issues related to the conduct of the Listing and its advertising;

3. The Exhibitor undertakes to ensure:

3.1 Secure storage of materials for the Listing during the period preceding the Listing Start Date and for a period of 30 days after the Listing Start Date;

3.2 Deploying the necessary infrastructure to publish the Collection on the Solana blockchain network;

3.3 Create and populate the metadata of the Collection Tokens;

3.4 Provide access to the files used in the Collection via the IPFS distributed file system for the duration of this Agreement;

3.5 Publication of Tokens on the Solana blockchain network;

3.6 Listing of Collection Tokens on the selected Trading Venue;

3.7. Advertising the Collection in accordance with the provisions of Clause 6.1 including (subject to the provisions of Clause 6.1) the development of graphic design of advertising and information materials accompanying the Listing, and their printing and distribution in mass media, Internet and social networks chosen by the Exhibitor;

4. The Parties have agreed that

4.1 The Exhibitor shall not pay any fees or compensation to the Owner for the provision of the Works to the Exhibitor, including the copyright thereto, and the performance by the Owner of his obligations under clause 2.1 through 2.4 of this Agreement. In particular, the Exhibitor shall not be obligated to reimburse the Owner for any tax payments or any overhead charges that may be levied against the Owner;

4.2. The Owner warrants that the Works are free of any liens or other encumbrances, there are no restrictions of disposal or use of the Works and there are no claims by the third parties with respect to the Works.

4.2.1. The Owner warrants that he or she is the creator and the sole author of the Works.

4.2.2. The Owner warrants that at the time of Agreement's conclusion:

- he or she is the sole owner of copyright rights in the Works;
- he or she has not granted or assigned any copyright rights in the Works to any third party;
- copyright rights in the Works are free of any liens or other encumbrances;
- no part of the Works violates any copyright, moral right or other rights of any third party.

4.3. The Exhibitor shall be entitled to receive revenues and other benefits from the Listing in accordance with the terms and conditions of this Agreement in the form of proceeds from tickets sold by the Exhibitor, or in the form of remuneration from sponsors.

The Owner assures the Exhibitor that no part of the proceeds or other benefit received by the Exhibitor or others in connection with the Promotion shall be payable to the Owner or the Rights Holders;

4.4 If the Exhibitor receives a notice from the Owner that any of the Collection Tokens has ceased to function while being in the possession of one of the Buyers, the Exhibitor shall, at its own expense, ensure that this Token is repaired and fully reactivated within 3 (three) days from the date of receipt of the said notice;

4.5 The Owner certifies that all Works are available on the date of this Agreement and will be available on the date the Collection is placed;

4.6 In the event that any person is harmed by any of the Works, the Owner shall be solely responsible for such incidents and shall settle, at its own expense, any such claims in connection with any harm caused to any person by any of the Works;

5.1 The Exhibitor agrees to designate the Owner (Solana address is indicated at the end of the Agreement) as the beneficiary for accepting payments for the initial sale of the Collection Tokens with a fee equal to 0.5% of the total sale amount in favor of the Exhibitor or to transfer these funds from its account no later than 7 days after each sale;

5.2 The Exhibitor undertakes to designate the Owner as the beneficiary to receive royalties from secondary sales to the extent established by the Exhibitor, withholding commission equal to 0.5% of the total sales amount in favor of the Exhibitor;

5.3 The accounting currency of all payments is Solana;

5.4 The Exhibitor agrees to transfer the rights of administration of the Collection at the first request of the Owner after 30 days from the Listing Start Date;

6.1. At the time of signing this Agreement, the Owner grants the Exhibitor the right to publicly display all Works (including for commercial purposes) and the following non-exclusive copyrights and intellectual property rights transferable through the purchase of Collection Tokens:

(i) the right to photograph the Works and to reproduce, copy, duplicate, distribute, exhibit, display (including in public places and for commercial purposes) any such images by any means and in any resources, as well as the right to take general photographs and video recordings of the spaces containing the Works during the Distribution and of the Owner's representatives speaking to journalists and the public. The Owner has the right to receive some of this material free of charge and to use it in the future;

(ii) the right to use images of the Collection Tokens received from the Owner or created by the Exhibitor pursuant to clause 6.1(1) and the right to reproduce, copy, duplicate, alter, combine, distribute, exhibit, and display (including in public places) by any means and in any medium, including (but not limited to) in the form of printed or souvenir products, the Internet, social media, provided that the Exhibitor itself will use any such rights solely for the purpose of displaying and promoting the Collection or promoting the Art Keepers community in connection with the Listing;

6.2. The Owner is warned and agrees that visitors of the Trading Venue will be allowed to make amateur photo and video recordings of the Collection, and that the Exhibitor will not be liable for any possible copyright infringement related to the Works by visitors to the Trading Venue as well as advertising sites;

6.3. The Exhibitor can use the Works only in connection with the Exhibitor's activity, particularly for the purposes of creation of the Collection, production and distribution of souvenir goods with images of the Works (particularly in advertising and sale offers concerning the souvenir goods), promotion, advertising and commercial purposes (of gaining a profit).

6.4. Without prior written permission of the Owner, the Exhibitor has a right to create derivative works and use the Works of art for promotion, commercial and advertising purposes not connected with the Exhibitor's activity.

6.5. The Exhibitor can grant to the third parties including holder of the Token right to use the Works by means specified in par. 6.1. hereof (non-exclusive license).

6.6. The Exhibitor can use the Works in the territory of all countries where the Work granted copyright protection in accordance with internal and international law.

6.7. The Exhibitor can use the Works during the period of copyright protection of the Works in accordance with internal and international law.

6.8. The Owner retains inalienable moral rights in the Works (right of being recognized as the authors of the Works; right of permitting the use of the Works of art under the author's name, a pseudonym or without an indication of a name; right to the integrity of the Works) protected by internal and international law. The Exhibitor shall respect and observe author's moral rights in the Works. While using the Works Exhibitor shall indicate the name/pseudonym of the author: XXX.

7.1. The Exhibitor agrees to use the relevant copyrights granted by the Owner to produce promotional materials in the manner permitted by this Agreement and in accordance with the Exhibitor's obligations;

7.2. The Owner is not responsible for the use of images other than images of the Works in promotional materials released by the Exhibitor without the Owner's approval. In the case that the Exhibitor releases advertising materials that infringe intellectual property rights for images, personas or objects other than the Works, the Exhibitor shall hold the Owner harmless from any loss or damage, including legal fees, which the Owner may incur as a result of such infringement of copyright or intellectual property rights, except for damages that may be claimed by the Rights Holders for the Exhibitor's permitted use of the Works related copyrights and intellectual property rights assigned by the Owner to the Exhibitor pursuant to clause 6.1, which, pursuant to clause 4.2 hereof, shall rest entirely and exclusively with the Owner;

7.3 The Exhibitor has the right to place the logotype of the Art Keepers community in the Collection advertisements, online and offline exhibition platforms without the consent of the Owner, provided that the logotypes will not be placed on the Tokens themselves or their derivatives;

8.1 The Listing will be advertised under a name to be determined in English by the Exhibitor. The layout of the Exhibit Tokens, as well as the placement and presentation of the Works and/or photo and video materials received from the Owner, shall be solely determined by the Exhibitor. The Owner has no curatorial or organizational rights in the Listing process;

9.1 The Owner acknowledges that it has the right to enter into this Agreement on the terms and conditions set forth herein, in particular with respect to the disposition of the Works and the copyrights and intellectual property rights arising for the Works;

9.2. The Owner hereby indemnifies the Exhibitor against any liabilities, claims, costs and expenses which the Exhibitor may incur as a result of claims against it by any persons in connection with:

(i) using and/or publicly displaying the Works (including for commercial purposes);

(ii) the use of copyrights and intellectual property rights relating to the Works granted to the Exhibitor by the Owner hereunder, provided that the Exhibitor complies with the terms and conditions of their use in accordance with the provisions of this Agreement;

9.3. The Exhibitor assumes the obligations under this Agreement solely on the condition that for all or part of the 30-day period from the Listing Start Date, no restrictions are imposed by public authorities in the jurisdiction of the Trading Venue, in particular that no token sale is allowed. In case of such restrictions Exhibitor is free of any obligations to implement current agreement and is not liable for any compensations to the Owner or any other third party;

9.4 In case that the Exhibitor obtains credible information that the Owner cannot fulfill its obligations to provide a portion of the Works within the time period specified in this Agreement, the Exhibitor shall be entitled to terminate this Agreement immediately and unilaterally and cancel the Listing by sending a notice of termination to the Owner's email address specified in this Agreement. In this case, the agreement is considered terminated as of the date following the date of the e-mail notification of termination. Payment of any compensation to the Owner is also excluded in this case;

10.1 This Agreement is executed in two copies, one for each Party;

10.2 All Appendices to this Agreement shall form an integral part thereof;

10.3 Any amendments and additions to this Agreement shall become effective upon their signing by authorized representatives of both Parties;

11.1 Any documents or correspondence in connection with this Agreement shall be sent by email to the following addresses:

for the Owner:

x@y.z

for the Exhibitor:

alex@reallm.io

12.1 This Agreement shall be governed by the laws of the United Kingdom;

12.2. In case of impossibility to settle disputes or claims of the Parties under this Agreement by negotiations, the decision will be made by the court of general jurisdiction at the location of the Exhibitor;

12.3 This Agreement shall enter into full force upon its signing by both Parties, and shall remain in full force and effect until both Parties have performed their obligations in full;

12.4 The Parties may not assign their rights or obligations under this Agreement, in whole or in part, to another person without the prior written consent of the other Party;

13. ADDRESSES AND BANK DETAILS OF THE PARTIES

The Exhibitor: Reallm Ltd.

Corner Cottage, Manningford Abbots, Pewsey
SN9 6HY, UK

The Owner: XXX
Passport xxx,
Solana account xxx

SIGNATURES OF THE PARTIES

The Exhibitor, Director

The Owner

_____ Alexandr Kosenkov

_____ XXX

SERVICES AGREEMENT – APPENDIX 1

Artwork #1	1	Artwork #2	2	Artwork #3	3
-------------------	----------	-------------------	----------	-------------------	----------

--	--	--	--	--	--

The Exhibitor, Director

The Owner

_____ Alexandr Kosenkov

_____ XXX