



MEMBERSHIP AGREEMENT

Welcome to NFT Artist Management!

Thank you for becoming a Member of our Platform and joining our Website: <https://ndigi.world> (the "Site"). This Site is powered by Darqtec Pty Ltd. and made available by NFT Artist Management as a service. All content, information, and services provided on and through our Site may be used only under the requisite Terms & Conditions, the Policies & Procedures, the Compensation Plan and any other Policy and/or documents that are issued by NFT Artist Management and are amended from time to time. This Policy is applicable for any and all Members of our Platform, and/or users of our Services.

By joining the NFT Artist Management Network (commonly referred to as "NFT Artist Management" and/or the "Company") as an Affiliate, you agree to comply with the following terms and conditions ("the Terms").

DISCLAIMER

Earnings Disclaimer

We have made every effort to accurately represent this website, and the services described therein. NFT Artist Management does not guarantee that you will earn any money using the methods, information and suggestions in the content provided. Any examples or demonstrations provided are in no way a guarantee or promise that an individual will make an earning of any kind.

NFT Artist Management is not a registered financial advisor, and it is not a financial instrument. Consequently, NFT Artist Management does not provide any kind of investment advice.

NFT Artist Management is primarily about marketing third-party products, for which NFT Artist Management receives commissions from third-party vendors. Commissions from which NFT Artist Management Affiliates can earn income in the form of various bonuses. The bonuses distributed to NFT Artist Management Affiliates are solely depending on the activity of each Affiliate and not on recruitment of new Affiliates.

Your actual level of success in obtaining the results claimed in our materials depends on the time you devote to the methods and ideas provided, your various experiences, skills, know how and your own knowledge. All these factors vary from one individual to another. We cannot guarantee the results you obtain or your success or your income level or any other outcome you desire. We do not take any responsibility for your actions.

Content and functionality included in our services and website may contain information that

includes or is based on forward-looking statements. Forward-looking statements indicate our forecasts or expectations of future events. You can identify these statements by the fact that they do not relate strictly to current or historical facts. They also use words such as "expect", "anticipate", "believe", "estimate", "project", "may", "possible", "plan", "intend" and other words, phrases and terms of similar meaning in relation with descriptions of potential or possible income, earnings or other financial performance.

Any and all forward-looking statements used on our website or on any of our sales and marketing content are solely to express our own opinion of income potential. A large number of factors will affect your earnings and actual results. We provide no guarantees that you will obtain results such as ours or anyone else's. No guarantees are given that you will achieve any results whatsoever from our website, methods, suggestions, or our other content. Any result you may see on our website, or within any of our content is not typical. Your results will vary from other people's results.

You must do your own independent research prior to engaging in any kind of business activity, including any activity when you have expectations of specific results.

I. DEFINITIONS

The following definitions apply to these Terms & Conditions.

Affiliate: means NFT Artist Management Members and Licensees jointly referred to as Affiliates within this Agreement.

Back office: means the NFT Artist Management website accessible only for Affiliates with their personal login.

Compensation Plan: means the NFT Artist Management Compensation Plan.

Directly sponsored: means an Affiliate having received a product or service, marketed by NFT Artist Management, directly from another Affiliate. In some Compensation Plans, this directly sponsored person is called an immediate downline, or first line.

Downline: The organisation of an Affiliate, including those who are directly or indirectly sponsored by the Affiliate and continuing down the lines of sponsorship through infinite levels and legs.

Licensee: means a NFT Artist Management Licensee.

Frontline: Any first level Affiliate, whether directly or indirectly sponsored.

Household: Spouses/Significant others and dependents residing at the same address.

Identification Number: A unique number assigned to Affiliates and used for tracking sales and purchases and enrolling other Affiliates into the organisation. Affiliates and Customers must refer to this number in all their correspondence and dealings with NFT Artist Management.

Member : means a person who received a personal referral link or a QR code to become a Member and completed the registration process required for joining as a Member on <https://ndigi.world>. Our Membership types are listed in Schedule 1 of this document.

Personal account: means each Affiliate's personal account, accessed through the back-office on <https://ndigi.world> containing, but not limited to, the Affiliate's personal bonus achievements.

Restricted countries: means countries to which NFT Artist Management is unable to offer its services.

NFT Artist Management Club Membership(s): means the NFT Artist Management Club Memberships available on <https://ndigi.world>. It is very important that prospective Members become familiar with each component of the NFT Artist Management Club Membership that they are considering purchasing.

Terms & Conditions: means NFT Artist Management Terms & Conditions which can change from time to time but are applicable as stated. The Terms and Conditions are available for review at <https://ndigi.world> and are a significant part of the overall Agreement between each Affiliate and NFT Artist Management.

INTRODUCTION

NFT Artist Management provides third-party products and services to its Affiliates through its Platform and its Affiliate and influencer marketing community. Persons can either choose to become a Member or a Licensee of NFT Artist Management.

Active Members of NFT Artist Management may choose to participate in the above activities and receive certain bonuses and commissions based on the NFT Artist Management Compensation Plan. NFT Artist Management makes no implied or explicit guarantee that Affiliates will earn money or make any profits by enrolling, associating or participating in the NFT Artist Management network.

All information provided regarding any of the products and services provided by NFT Artist Management is solely for informational purposes only. As such, no legal responsibility is assumed by NFT Artist Management, and the accuracy or reliability of information, quotes, opinions, or advice that results from any of the products or services is not guaranteed. Every Member assumes sole legal responsibility for his or her decisions to follow suggestions made in any of the products and services offered on <https://ndigi.world/>.

The offerings provided by third-party vendors through NFT Artist Management consists of a vast array of valuable online products, apps, websites and/or services delivered by third-party vendors. Due to the variety of products and/or services being provided on <https://ndigi.world/> and due to different regulatory bodies and restrictions, certain products and/or services may not be available in your country of residence. Therefore, certain products and/or services may be restricted

in some countries.

ACCEPTANCE AND PURPOSE OF THIS POLICY AND THE CONTAINED TERMS AND CONDITIONS (HEREINAFTER THE “TERMS”)

The Terms are legally binding obligations and contains rules and regulations governing the full scope of cooperation between NFT Artist Management and its Affiliates as well as the cooperation among Affiliates.

The Membership Agreement (“the Agreement”) is the agreement entered into between each Affiliate and NFT Artist Management. The Agreement consists of the following procedures and documents:

- a) Completion of the registration and sign-up procedure at <https://ndigi.world/>, and the acceptance of the registration by NFT Artist Management,
- b) This Membership Policy,
- c) The Compensation Plan,
- d) The Website Terms & Conditions and Disclaimers,
- e) The Privacy Policy,
- f) The Anti-Fraud Policy, and
- g) Any other documents that are issued by NFT Artist Management, that NFT Artist Management specifically identifies as being a part of the Agreement.

These documents, in their current form, and as may be amended by NFT Artist Management from time to time at its sole discretion, constitute the entire Agreement between NFT Artist Management and its Affiliates. No other representation, promise, or agreement shall be binding on the parties unless in writing and signed by an authorised officer representing NFT Artist Management.

By accepting these Terms and Conditions, you agree that you have read and understood these Terms and Conditions and that your association with NFT Artist Management shall be subject to these Terms and Conditions between you as an Affiliate/Licensee and NFT Artist Management. These Terms and Conditions are subject to change without prior notice and in the event of any disputes, the most recent version will prevail.

COMPANY DETAILS

NFT Artist Management Pty Ltd. (Herein referred to as “NFT Artist Management”)

Office Address:

Gold Coast Office:

Unit 6/7 215 Brisbane Road,

Biggera Waters, Queensland, Australia 4216

Brisbane Office:

Unit 8, 94 George Street,

Beenleigh, Queensland, Australia, 4207

Customer Support: support@ndigi.world

Website: <https://ndigi.world/>

REGISTRATION PROCESS

It is the responsibility of each Affiliate that the personal information entered during the registration process is 100 percent correct and matches the information contained on the Affiliate's KYC documents (such as when booking an airline ticket). All Affiliate's information entered will be locked 14 days after registration and changes to this information can only be made under special circumstances as further described in the Policies & Procedures.

EMAIL VERIFICATION AND VALIDATION

Email validation, including identity verification of every Affiliate who has signed up with NFT Artist Management, is part of registering at NFT Artist Management. The verification of the validity of the email determines the level of access to the back office. Affiliates with non-validated email addresses have limited access to the back-office as further described in the Policies & Procedures.

RESTRICTED COUNTRY LIST

NFT Artist Management is unable to offer services to certain countries.

The countries to which NFT Artist Management is unable to offer services may be changed without prior notice due to, but not limited to, events of ordinance of any governmental or local authority, acts of governmental or military authorities, international sanctions, civil unrests, terrorism, armed conflict, war or due to operational or risk assessments made by NFT Artist Management management.

If NFT Artist Management decides to discontinue services to a certain country in accordance with the foregoing, NFT Artist Management may at its own discretion decide to suspend or to terminate all affected Affiliate accounts within that particular country. If NFT Artist Management decides to terminate all existing Affiliate accounts within a restricted country, all account balances as well as any pending payout requests may potentially be forfeited to NFT Artist Management.

It is the responsibility of the Affiliate, and not that of NFT Artist Management to check and to verify if they are legally permitted to purchase any of the NFT Artist Management products or services within their country of residence.

NFT Artist Management or any of its subsidiaries, will not be held responsible to Affiliates or any other parties, for incurred losses, costs or expenses, loss of use, and damages (consequential/incidental or both), or for any government intervention, including but not limited to imprisonment of an Affiliate, resulting from acts or omissions from the Affiliate in verifying the

legitimacy of purchasing any of the NFT Artist Management products or services within the Affiliate's country of residence, and/or resulting from acts or omissions from the Affiliate in his or her compliance with the Terms of this Agreement, applicable laws and regulations.

Neither will NFT Artist Management or any of its subsidiaries, be held liable to Affiliates or any other parties, for incurred losses, costs or expenses, loss of use, loss of funds and/or balances on Affiliate's Personal Accounts, and/or any damages (consequential/incidental or both), related to NFT Artist Management deciding on additional restricted countries in accordance with the above paragraphs.

Presently, NFT Artist Management list the following Countries as 'Restricted Countries':

- Democratic People's Republic of Korea
- Islamic Republic of Iran
- Democratic Republic of the Congo
- Islamic State in Iraq and the Levant (Da'esh), Al-Qaida
- Iraq
- Somalia
- Libyan Arab Jamahiriya
- Mali
- Myanmar
- Sudan
- South Sudan
- Somalia

KYC/AML – KNOW YOUR CLIENT

In keeping up with our legislative requirements for NFT Artist Management, all Affiliates must be compliant with all applicable Anti-Money Laundering ("AML") as well as all Counter-Terrorist Financing ("CTF") laws and regulations.

NFT Artist Management can at any time, at its own discretion, perform an Affiliate due diligence, also known as Know Your Customer ("KYC"), and request the Affiliate to provide documents to verify the Affiliate's identity. These documents involve photo identification, for example, a copy of the Affiliate's passport or drivers license, along with proof of address, for instance a copy of a utility bill, to ensure residency of the country on the Affiliate's ID, and a digital identification 'selfie' profile, undertaken through our KYC with SumSub. This request is called "KYC". NFT Artist Management reserves the right to request further enhanced KYC where required, and can also perform regular or ongoing KYC processes on an Affiliate's account.

KYC is mandatory for payouts. It is recommended for all new Affiliates to apply for a KYC as soon as possible after the registration date, as account balances of non-KYC approved Affiliates cannot be paid out

If an Affiliate does not have an approved KYC, the Affiliate cannot request any withdrawals from their Personal Accounts, either in the form of crypto or fiat (AUD, etc) currency, or exchange any balance on their Personal Accounts into Gift Certificates. There is generally no cost to the KYC

process.

NFT Artist Management may also restrict further functionality of an account than simply withdrawals, where required to comply with bank requirements or regulations from authorities.

If suspicions of any unusual activities on a Personal Account arises, or that an Affiliate may be in violation of any AML and/or CTF laws and/or regulations, and/or if an Affiliate is deemed as an unacceptable risk under this section 11.6, NFT Artist Management reserves the right to immediately suspend the Affiliate and block the account pending further investigation.

If NFT Artist Management, at its sole discretion, determines that the circumstances which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended Affiliate has occurred, the suspended Affiliate may be terminated immediately, and the account including the account balance as well as any pending payout requests may potentially be forfeited to NFT Artist Management.

1. SECTION ONE: AFFILIATE TYPES AND AFFILIATE BENEFITS

Affiliate means both NFT Artist Management Members and NFT Artist Management Licensees jointly referred to as Affiliates. Each Affiliate starts as a Member and may choose to become an Licensee afterwards. For further information on Membership types, please see Schedule 1 of this document.

1.1. BECOMING A “MEMBER”

Joining NFT Artist Management as a Member is by invitation only. A person becomes a Member of NFT Artist Management after having received a personal referral link, or a QR code to become a Member and having completed the registration process required for joining as a Member on <https://ndigi.world/>. Becoming a Member of NFT Artist Management is always subject to the applicant having been accepted by NFT Artist Management as a Member. NFT Artist Management reserves the right to decline any registration for any reason, at its sole discretion.

Members choose to use his/her best effort to promote and sell the products and services of NFT Artist Management to consumers pursuant to the Agreement contained within these Policies and Procedures and the requisite Terms and Conditions. In doing so, the Member will maintain the high standards of honesty, and integrity and business ethics when dealing with Consumers, NFT Artist Management, or other Affiliates. A Member's failure to register their account accurately can, or will be subject to delays in purchases and/or withdrawal requests, and/or result in termination of the account, due to the severity of any false information entered.

Joining as a Member can be either for individuals, or for corporate entities. A Member cannot register both as an individual and as a corporate entity, but must choose to register either as an individual or as a corporate entity. NFT Artist Management offers its Members eligibility to participate as a Member for their different NFT Artist Management Club Memberships, as well as

participating in future offers.

Registered Members may be natural persons aged 18 and above, as well as business entities. Natural persons must be mature and able to handle their own affairs, and enter into formal agreements independently, without any mental impairment. People unable to act on their own (e.g., whilst under psychiatric care or in custody) are not allowed to register. Should any of these conditions arise after a registration is made – e.g., treatment, imprisonment, etc. – the Affiliate’s position will be temporarily suspended, and/or terminated.

Upon registration, the following information must be given first to create an account: username, referrer’s name, first name, last name, address, postal code, city, country, email and password. The following billing information is also required: date of birth, and phone number.

1.2. BECOMING A “LICENSEE”

In order to become a Licensee of NFT Artist Management (such as a GPAL - or Global NFT Artist Management Affiliate Licensee), you must apply for a Licenseeship with NFT Artist Management and pay the required licensing fees. NFT Artist Management reserve the right to reject an application for a License in the same manner that it does for any class of Membership (such as Affiliates, or NFT Artist Management Club Members) with NFT Artist Management. Generally, the same rules apply for Licensees as do for Members.

1.3. BEING AN AFFILIATE WITH NFT ARTIST MANAGEMENT

As an Affiliate in NFT Artist Management you will be allowed to log in to your back-office at the website <https://ndigi.world/>. In the back-office you will find information about NFT Artist Management, and the opportunities that NFT Artist Management may offer to its Affiliates from time to time. As an Affiliate you decide on your own to join the opportunities afforded by NFT Artist Management either by purchasing a NFT Artist Management Club Membership, or another type of listed Membership (see Schedule 1 for information on Membership Types). Any of the Membership types will open an opportunity to a variety of bonuses.

1.4. GIFT CODES

NFT Artist Management offers its Affiliates the ability to purchase Gift Codes. Gift Codes can be used by the buyers but also be given and/or sold to any new member wishing to be a part of NFT Artist Management’s opportunity.

If an Affiliate sells a Gift Code to any new member wishing to be a part of NFT Artist Management’s opportunity, the Affiliate is required to sell the Gift Code for the purchase price listed on NFT Artist Management’s site.

Any Affiliates found selling Gift Codes for a price which is less than the purchase price listed on NFT Artist Management’s site will be issued a warning for a first offence and subsequent offences may

result in the Affiliate having their Account terminated immediately as well as their account balance, and any pending payout request(s) may potentially be forfeited to NFT Artist Management.

Once the Gift Code is used it is no longer valid in the system. A gift code that has been given away and/or sold to any new member wishing to be a part of NFT Artist Management's opportunity is deemed to have been used by the Affiliate upon redemption by the new member, and cannot be refunded.

Gift codes cannot be redeemed for cash.

Due to the nature of Gift Codes all codes are specific and unique to the person's account. All transactions on your Affiliate account can be viewed in your history tab. Where Gift Codes are stolen, or are reported as stolen Gift Codes; the following will apply:

1. Current account holder's account will be placed on hold while the company investigates the matter;
2. Upon conclusion of the investigation the current account holder will have to submit KYC documentation upon request to reactivate the account and will be asked to change their password to their account.
3. The person found to have used the Gift Code's account will be suspended, pending an investigation, and may potentially be terminated, with no consideration of reactivation.

Affiliates RESPONSIBILITY: All Affiliates issuing Gift Codes to new Affiliates are asked to maintain a paper trail of all of your transactions to avoid closure of accounts due to possible fraud. This is for your own recordkeeping purposes, in the event a circumstance arises requiring mediation or otherwise.

All Affiliates found to be fusing Gift Codes in violation of these Terms & Conditions and/or Policies & Procedures may potentially be terminated immediately and their Account, as well as their account balance, and any pending payout request(s) may potentially be forfeited to NFT Artist Management.

Any monetary transactions made between parties for the use of Gift Codes are on the responsibility of the parties involved. NFT Artist Management will not be held responsible for private monetary transactions. Any dispute between parties may result in all accounts involved being suspended and/or terminated.

We advise all members to keep a paper trail of all transactions and only exchange money between parties you trust.

1.5. ACCESS TO BACK-OFFICE

From your back-office, you will have the opportunity to purchase a variety of products and/or services. Different rewards and commissions will be available to each different type of affiliation

step. By purchasing a NFT Artist Management Club Membership or another Membership or License with us you are already considered an active Member. In case the Member chooses to opt out to becoming an Active Member or Licensee, they will still have the option to stay as an Inactive Member and receive information on what is being offered for becoming an Active Member.

1.6. USERNAME/PASSWORD

Affiliates MUST treat their back-office and the data contained therein confidentially. The username and password must NOT be disclosed to anyone. It is recommended that passwords are changed from time to time. NFT Artist Management takes no responsibility for any losses or other problems arising from the Affiliate's password getting into the hands of an unauthorised third person.

1.7. AFFILIATES OBLIGATIONS & RIGHTS

Affiliates are authorised to sell NFT Artist Management products and services and to participate in the Affiliate's Compensation Plan. Affiliates may sponsor new Affiliates. Please refer to the Compensation Plan for full details.

Registrations may be initiated either using the direct sponsor's referral link, QR code or the NFT Artist Management home page (in the latter case, the person wishing to register must enter their sponsor's username). The newly registered Affiliate is placed on their sponsor's team as the sponsor's directly sponsored Affiliate. All new Affiliates will be first generation to their personal sponsor and 2nd generation to their sponsor's sponsor and so on. The hierarchy is registered and stored in NFT Artist Management's genealogy records (back-office).

All new Affiliates have their own position in the NFT Artist Management Bonus structure.

Legal entities (private and public companies, associations, clubs, foundations, etc.) may also register with NFT Artist Management as an Affiliate. They, too, need to complete the online registration form and submit, within 30 days from their online registration, a copy of their Articles of Association and/or other documents, signed by the representative (statutory Director) of the organisation validating the Affiliates' identity. Until all required documents are received, NFT Artist Management withholds the payment of bonuses.

Affiliates may at any time change their status from "private individual" to any legal entity. Such change of status is subject to a registration fee in accordance with the price list applicable in the Policies & Procedures at the time of the transfer.

The basis for the relationship between NFT Artist Management and its Affiliate(s) is the Membership Agreement. The Affiliate(s) understand(s) that they will act at their own risk as an entrepreneur and will take responsibility when participating in the system and/or

referring new Affiliates to the system. Affiliates are responsible for their own acts, statements, and behavior, and no responsibility for their acts, statements and behavior may be passed over to NFT Artist Management. By accepting the Membership Agreement, Affiliates agree to automatically enter into a cooperation agreement with NFT Artist Management.

1.8. LEGAL AGE REQUIREMENT

Affiliates must be of 16 years of age or older. In some instances, licenses require the Licensee to be 18 years of age or older.

1.9. DIVORCE

When a couple sharing an Affiliate entity divorces or separates, NFT Artist Management will continue to pay commissions in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies how future commissions should be paid, provided and if applicable, the couple has complied with the requirements of Section 5.3.

1.10. CORPORATIONS, PARTNERSHIPS & TRUSTS

Corporations, partnerships, limited liability companies or other forms of business organisations or trusts may become Affiliates of NFT Artist Management when the Agreement is accompanied by a corporation ID number and supporting documentation provided to the Compliance Department.

Shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable of Affiliate entity must agree to hold such title, and NFT Artist Management will hold each personally liable and bound by the Membership Agreement. The Compliance Department might require notarized written consent depending on the Articles of Incorporation received.

1.11. FICTITIOUS OR ASSUMED NAMES

A person or entity may not apply as an Affiliate using a fictitious or assumed name (i.e. signing up a pet, or creating an account under another person's name - be it a family member, or friend). If it turns out that an Affiliate is actively building one or more separate (crossline) businesses under false or fictitious name(s), NFT Artist Management will take action to rectify the misbehavior, including but not limited to terminating the account(s) involved. In the event that NFT Artist Management terminates an account under this section 1.11, any account that is involved may potentially be terminated and the account balance(s) as well as any pending payout request(s) may potentially be forfeited to NFT Artist Management.

1.12. "AFFILIATE" STATUS

Affiliates are responsible for determining their own activities without direction or control by NFT Artist Management, subject to clause 7.3 and 7.11 of this Agreement. They are not franchisees, joint ventures, partners, employees, or agents of NFT Artist Management and are prohibited from

stating or implying, whether orally or in writing, otherwise. Affiliates have no authority to bind NFT Artist Management to any obligation. NFT Artist Management is not responsible for payment or co-payment of any employee benefits. Affiliates are responsible for liability, health disability, and worker's compensation insurance, and any other requirements that apply in their own territory and jurisdiction. Affiliates set their own hours and determine how to conduct business, subject to the Membership Agreement.

1.13. TAXATION

Affiliates will not be treated as franchisees, owners, employees or agents of NFT Artist Management for tax purposes including, but not limited to creation of any employer/employee relationship or any type of joint venture or joint ownership. Affiliates are not classed as employees from an industrial or taxation point of view. It is the Affiliates' responsibility to comply with all taxation and legal regulations in their own territory and jurisdiction.

NFT Artist Management will not deduct any taxes or duties from an Affiliates' bonuses and other remuneration, except when the company is obliged under law to do so any time in the future. NFT Artist Management will not be held responsible for any non-compliance with prevailing tax regulations and legal requirements on the part of its Affiliates.

Affiliates are not representatives or agents of NFT Artist Management and they may not hold themselves out to be as such. Affiliates may not enter into any agreement with third parties, create expenses, make commitments or open accounts on behalf of NFT Artist Management. Affiliates are free to decide how and when they run their own NFT Artist Management business and to set their own specific goals and agendas, as long as they remain within the framework and the spirit of the Terms as well as legal requirements and generally accepted codes of conduct.

All expenses incurred during the course of expanding an Affiliate's own NFT Artist Management business within our Platform (e.g., travel, food, accommodation, business and administration costs, telephone and telecommunication, training, etc.) are to be borne by the Affiliates with respect to the jurisdictional reporting tax rules.

1.14. ABN REQUIREMENTS FOR TAXATION PURPOSES

Australian Local Affiliates must provide NFT Artist Management with a correct ABN in order to receive remuneration for any commissions payable on referrals in order to avoid unnecessary scrutiny throughout the processes involved in our Australian Tax Office reporting obligations.

Creating an ABN is free for sole traders, and is easy to do. Creating an ABN should be done at the correct Australian Government website (<https://www.abr.gov.au/business-super-funds-charities/applying-abn>). Do not register an ABN with any external companies pages outside of the Australian Government, as this could potentially be a scam, which may result in your personal information being used against you by scammers for monetary gain.

NFT Artist Management are able to provide basic assistance with registering an ABN with the Australian Government site at no cost, however, if you require the entire process explained comprehensively by one of our specialists, we charge a fee of 500 PPTLs to your account.

Commissions to be paid to Affiliates based overseas will require an invoice to be provided to NFT Artist Management, where the Affiliate is responsible for their own taxation, and the declaration of taxable income to the relevant regulatory authorities. Invoices will be generated on behalf of the Overseas Affiliate, and will be uploaded to the membership portal, or emailed within a monthly statement.

In signing this Agreement, Overseas Affiliates waive NFT Artist Management's liability in notifying the appropriate taxation bodies in the overseas jurisdiction. Where an Overseas Affiliate has not signed this Agreement, NFT Artist Management will not provide any kind of reimbursement or remuneration to the Overseas Affiliate.

Where an Overseas Affiliate uses an e-Wallet to transact with NFT Artist Management, using commissions paid by NFT Artist Management, NFT Artist Management and/or any of our affiliated companies, a statement of these transactions will be provided to the Overseas Affiliate, in order to keep record of their earnings, and to maintain our tax reporting obligations. All amounts paid by us to Overseas Affiliates will be reported under our legal obligations to the Australian Taxation Office (ATO) for our tax purposes.

1.15. COMPLIANCE WITHIN YOUR COUNTRY OF RESIDENCE

Affiliates must comply with their respective country and local statutes, regulations, and/or ordinances concerning the operation of their business. Affiliates are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes.

It is the responsibility of the Affiliate, to check if they are legally permitted to purchase any of the products or services offered through NFT Artist Management within their country of residence.

All Affiliates accept and acknowledge that products and services may not be available in their country of residence due to regulatory compliance reasons and that it is the SOLE responsibility of each Affiliate to verify if they are legally permitted to purchase any products or services being offered on the NFT Artist Management platform within their relevant jurisdiction(s). It is the Affiliates sole responsibility, and not that of NFT Artist Management, to ensure that the Affiliates follow the laws of their country of residence.

If an Affiliate is subject to investigation by an authority, his/her account may be suspended pending further investigation or the outcome of the case.

NFT Artist Management or any of its subsidiaries, will not be held responsible to Affiliates or any other parties, for incurred losses, costs or expenses, loss of use, and damages (consequential/incidental or both), or for any government intervention, including but not limited to imprisonment of an Affiliate, resulting from acts or omissions from the Affiliate in verifying the legitimacy of purchasing any of the NFT Artist Management products or services within the

Affiliate's country of residence, and/or resulting from acts or omissions from the Affiliate in his or her compliance with the Terms of this Agreement, applicable laws and regulations.

Neither will NFT Artist Management or any of its subsidiaries, be held responsible to Affiliates, or any other parties, for incurred losses, costs or expenses, loss of use, and damages (consequential/incidental or both) resulting from mistakes in, omissions from, or changes to, information, links, downloaded material or other materials, an Affiliate may receive or come into contact with, while accessing the website.

We do not provide any guarantees for the accuracy or validity of information provided in any of our services generated from generally reliable sources due to the refusal of such companies to provide legal guarantees for their information.

2. SECTION TWO: TERM OF AFFILIATE AGREEMENT

2.1. TERM

Subject to the terms of Section 4.01, the Agreement shall have a term which shall begin on the date of acceptance by NFT Artist Management and end at the discretion of the Affiliate or NFT Artist Management. The Affiliate can at any time terminate the membership by giving 21-days' notice to NFT Artist Management by sending a support ticket from their back-office. NFT Artist Management can at any point decide to terminate your Account without giving any reason for the termination but will generally endeavour to do so as a business practice. The termination will take effect immediately, and your Account, as well as your account balance (in circumstances where the termination occurs for reasons other than an approved mutual agreement), and any pending payout request(s) may be forfeited to NFT Artist Management (or in circumstances of an approved and mutual agreement, refunded to your nominated bank account).

2.2. POACHING

As an Affiliate you are not allowed to promote or try to recruit NFT Artist Management Affiliates to other businesses, specifically, but not limited to, similar online networking/crowd marketing businesses as are referred to within clauses 3.6 and 3.7 of this Agreement..

3. SECTION THREE: SPONSORSHIP

3.1. SPONSORING

Affiliates may sponsor other Affiliates into NFT Artist Management's business. Affiliates must ensure that each potential new Affiliate has reviewed, and has had access to the current Policies and Procedures, Terms and Conditions, and Compensation Plan, prior to registering them into your business.

3.2. MULTIPLE ACCOUNTS

It is company policy that only one account per person is allowed. If an applicant submits multiple registrations, only the first completed Agreement received by NFT Artist Management may be accepted. According to the Membership Agreement, an Affiliate is only entitled to have one

position in the NFT Artist Management Bonus structure. Attempts to the contrary will be filtered out and subsequently blocked by NFT Artist Management.

If for any reason that it has been found that an Affiliate has signed up with more than one account, all accounts in question may be suspended immediately without question.

If for any reason multiple account registrations have been brought to the attention of NFT Artist Management management, all accounts will be subject to suspension and possible termination.

Every account must have a unique KYC attached, a unique valid email address and proper verification details unique to the account holder.

If for any reason, Affiliates try to circumvent the regulation of one Account only, NFT Artist Management reserve the right to immediately terminate all accounts and/or memberships except for the first account registered.

If there is a discrepancy on which account was registered first, NFT Artist Management will rely on its day and time stamped data to determine the first registered account. In the case where the first registered account was not fully agreed to by the Member/Affiliate due to a 'misunderstanding' between them and their original sponsor, NFT Artist Management Admin will help to determine the most appropriate course of action.

NFT Artist Management may also delete any Membership to comply with applicable laws, protect its property, or the property of others, ensure the safety of NFT Artist Management and others, or if NFT Artist Management reasonably determines that a registrant has, or is likely to engage in any activity that violates these Terms.

In case of termination, any accounts and all balances on the accounts terminated may be forfeited to NFT Artist Management, and any pending pay-out requests will be revoked.

3.3. TRAINING / MENTORING REQUIREMENT

A Sponsor must maintain an ongoing professional leadership association with Affiliates in his or her organisation and must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services.

3.4. INCOME CLAIMS

Affiliates must truthfully and fairly describe the NFT Artist Management Compensation Plan. No past, potential or actual income claims may be made to prospective Affiliates, nor may Affiliates use their own incomes as indications of the success assured to others. Remuneration may not be used as marketing materials. Affiliates may not guarantee specific values regarding commissions, or estimate expenses to prospective new Affiliates. This would be considered unlawful enticement and is in breach of our Terms.

3.5. TRANSFER OF SPONSORSHIP LINES

The company does not permit the transfer of sponsors. Crowd marketing is a business of creating relationships. Once an Affiliate is sponsored, the company believes in maximum protection of that relationship.

3.6. DOUBLE SPONSORING

Double sponsoring is not allowed. Double sponsoring happens when a natural person (or legal entity) intends to register as a new Affiliate with NFT Artist Management although they are already a registered Affiliate, or over the previous 6 months has already been registered as an Affiliate in another line of sponsorship.

Using the name of someone's spouse, other family member, corporate structure, the name of a company or association or using different identification documents or resorting to any other misleading practice to circumvent the "no double sponsoring" rule are also not allowed.

Similarly, no Affiliate is allowed to entice or encourage any other Affiliate to change sponsors and register under them using any of the above unethical methods. Naturally, a change of sponsors may take place if it has already been approved by NFT Artist Management.

3.7. CROSS RECRUITING WITHIN THE NFT ARTIST MANAGEMENT NETWORK

An Affiliate may not recruit, or attempt to sponsor, any non-personally sponsored Affiliate, that is active or inactive, in NFT Artist Management. Cross Recruiting another Affiliate will have a mandatory suspension of thirty (30) days, and all commissions and/or bonuses will be forfeited during the suspension.

The suspension will precede an investigation, which may result in termination of the Affiliate. In case of termination all balances on the account terminated may be forfeited and any pending pay-out requests may be revoked. NFT Artist Management has a Zero Tolerance Policy, both for Cross Recruiting and Cross Sponsoring.

3.8. TRANSFER OF OWNERSHIP

In order to be considered to transfer an account to a new Affiliate, the buyer of the account must fully understand and accept all liabilities that the new account has attached to it.

When a new account holder chooses to assume an existing account, they accept and assume the account in its entirety.

Transfer of Ownership of accounts are to be done through the Compliance Department with the required legal documentation needed to verify the identity of both the selling party and the buying party, along with the administration fee outlined in our Policies and Procedures.

All Affiliates wishing to request a transfer of ownership must be FULLY KYC approved prior to requesting a transfer of account to be considered. If the account is not fully KYC approved at the time of the request; the request for transferring will be declined.

Affiliates can only sell Memberships with NFT Artist Management if:

- a) the Affiliate holds a GPAL License, and
- b) they have approval in writing from NFT Artist Management.

***Note: All transfers of ownership are subject to company approval.**

4. SECTION FOUR: RESIGNATION/TERMINATION

4.1. VOLUNTARY RESIGNATION/TERMINATION

- a. An Affiliate can at any time terminate their Account by giving 21-days' notice to NFT Artist Management by contacting the Compliance Department through their back-office. Affiliates can terminate their positions, if they wish to end their association with NFT Artist Management. This, however, will result in Affiliates becoming ineligible to receive any NFT Artist Management bonuses and other benefits, as their positions will be cancelled, and their position will be forfeited to NFT Artist Management.
- b. An Affiliate who resigns or terminates their Affiliate status may reapply as Affiliate, six (6) months after resignation under their old sponsor or a new sponsor.

4.2. SUSPENSION

NFT Artist Management has the right, in its sole discretion, to suspend or cancel, at any time (within reason, but without being required to provide reasoning), an Affiliate's account and/or access to the NFT Artist Management website and/or NFT Artist Management back-office. In such an event, all balances and all privileges will be subject to the terms of the suspension.

Affiliates may be suspended for violating the terms of his or her Agreement, which include these Terms and Conditions, the Compensation Plan, and the Policies and Procedures, or any other documents produced by NFT Artist Management.

When a decision is made to suspend an Affiliate, NFT Artist Management will inform the Affiliate in writing that the suspension has occurred (effective as of the date of the written notification), the reason for the suspension, and the steps necessary to remove such suspension (if any).

The suspension notice will be sent to the Affiliate by email to the email address registered to the account in question, pursuant to the notice provisions contained in the Policies and Procedures and in these Terms and Conditions.

Such suspension may or may not lead to termination of the Affiliate, as so determined by NFT Artist Management at its sole discretion. If the Affiliate wishes to appeal, NFT Artist Management must receive such appeal in writing, within fourteen (14) days from the date of the suspension notice.

The NFT Artist Management will review and consider the suspension and notify the Affiliate in writing of its decision within fifteen (15) days from the date of the suspension notice. The decision of NFT Artist Management will be final and subject to no further review.

The NFT Artist Management may take certain actions during the suspension period, including, but not limited to, the following:

- a. Prohibiting the Affiliate from holding himself or herself as Affiliate, or using any of NFT Artist Management's proprietary marks, and/or materials; and/or
- b. Suspension of commissions, bonuses, and withdrawal requests owed by the Affiliate during the suspension period; and/or
- c. Prohibiting the Affiliate from purchasing services, and products from NFT Artist Management; and/or
- d. Prohibiting the Affiliate from sponsoring new Affiliate(s), contacting current Affiliate(s) or attending meeting(s) of Affiliate(s); and/or
- e. Prohibiting the Affiliate from purchasing Gift Certificate(s) from NFT Artist Management.

If NFT Artist Management, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended

Affiliate has occurred, the suspended Affiliate may be terminated, and the account balance as well as any pending payout requests may then be forfeited to NFT Artist Management.

4.3. TERMINATION

Affiliates may be immediately terminated for violating the terms of his or her Agreement, which includes these Terms and Conditions, the Policies and Procedures, and the Compensation Plan and any other documents produced by NFT Artist Management upon written notice.

NFT Artist Management may terminate a violating Affiliate without placing the Affiliate on suspension, at NFT Artist Management's sole discretion. When the decision is made to terminate an Affiliate, NFT Artist Management will inform the Affiliate in writing at the email address in the Affiliate's back-office profile that the termination has occurred.

NFT Artist Management can at any point decide to terminate an Affiliate's Account without giving any reason for the termination (depending on the severity of the circumstances and our legal obligations to do so). The termination will take effect immediately.

4.4. APPEAL

If Affiliate wishes to appeal the termination, NFT Artist Management must receive the appeal in writing within seven (7) days from the date of notice of termination. If no appeal is received within the seven (7) days period, the termination will automatically be deemed final.

Where an Affiliate files a timely notice of appeal, NFT Artist Management will review the appeal and notify the Affiliate of its decision within ten (10) days after receipt of the appeal. The decision of NFT Artist Management will be final, and subject to no further review.

In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice. All appeals should be submitted to the Compliance

Department of NFT Artist Management. All appeals must be clearly written and include all account holder required information for the appeal to be reviewed. Missing pertinent data will result in the appeal being denied.

4.5. EFFECT OF TERMINATION

Immediately upon termination, the terminated Affiliate:

- a. Must remove and permanently discontinue the use of the trademarks, service marks, trade names, and any signs, labels, stationary, or advertising referring to, or relating to any product, plan, or program of NFT Artist Management;
- b. Must cease representing themselves as Affiliates of NFT Artist Management;
- c. Loses all rights to his or her Affiliate position in the Compensation Plan and to all future commissions and earnings resulting therefrom; and
- d. Must take all action reasonably required by NFT Artist Management relating to protection of NFT Artist Management's confidential information.

NFT Artist Management has the right to offset any amounts owed by Affiliate to NFT Artist Management including, without limitation, any indemnity obligation incurred pursuant to Section 11.01 herein, from commissions or other compensation due to the Affiliate.

In case an Affiliate has been immediately terminated for violating the Terms of his or her Agreement with NFT Artist Management, the Affiliate loses all rights to his or her Affiliate position in the compensation Plan, and to all future commissions, and earnings resulting therefrom, as well as the current account balance on his or her Personal Account, including any pending pay-out requests.

4.6. REAPPLICATION

The acceptance of any reapplication of a terminated Affiliate, or the application of any family member of a terminated Affiliate shall be at the sole discretion of NFT Artist Management, and can be denied without any given reason.

4.7. LOCAL LAWS

Where state laws on termination are inconsistent with this policy, the applicable local law shall apply.

5. SECTION FIVE: TRANSFERABILITY

5.1. ACQUISITION OF BUSINESS

Any Affiliate desiring to acquire an interest in another Affiliate's business must first terminate his or her Affiliate status and wait three (3) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by NFT Artist Management in advance through the Compliance Department and is subject to approval.

5.2. TRANSFERS OF AFFILIATES

Except as expressly set forth herein, Affiliate may not sell, assign or otherwise transfer his or her Affiliate entity (or rights thereof) to another Affiliate, or to an individual which has an interest in another Affiliate entity.

Notwithstanding the foregoing, Affiliates may transfer his or her Affiliate entity to his or her sponsor, subject to the conditions of Section 5.3 with reference to rules set forth in Section 3.9 of this Agreement. In such an event, the sponsor's entity and the transferring Affiliates entity shall be merged into one entity.

5.3. CONDITIONS TO TRANSFERABILITY

Affiliates may not sell, assign, merge, or transfer his or her Affiliate entity (or rights thereto) without the prior written approval of NFT Artist Management and compliance with the following conditions:

- a. NFT Artist Management possesses the right of first refusal with respect to any sale, assignment, transfer, or merger of any Affiliate entity. An Affiliate wishing to sell, assign, transfer or merge his or her Affiliate entity must first provide NFT Artist Management with the right and option to make such a purchase, or receive the transfer in writing on the same terms and conditions as any outstanding, or intended offer. Transferor is required to fill out a Transfer of Ownership form and submit it to the Compliance Department of NFT Artist Management. NFT Artist Management will advise the Affiliate within ten (10) business days after receipt of such notice of its decision to accept, or reject the offer.
- b. The selling Affiliate must provide NFT Artist Management with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the fully filled out Transfer of Ownership form and required supporting documentation; and An office administration transfer fee of \$100.00AUD must accompany the transfer documents; and
- c. The documents must contain a covenant made by the selling Affiliate for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing Affiliate for a period of one (1) year from the date of the sale or transfer; and
- d. Upon a sale, transfer or assignment being approved in writing by NFT Artist Management, the buying Affiliate must assume the position and terms of agreement of the selling Affiliate and must execute a current Agreement and all such other documents as required by NFT Artist Management; and
- e. NFT Artist Management reserves the right, at its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. NFT Artist Management reserves the right to disapprove any sale or transfer, where allowed by law.

5.4. CIRCUMVENTION OF TRANSFERRING ACCOUNT POLICIES

If it is determined, at NFT Artist Management's sole discretion, that Affiliate entity was transferred in an effort to circumvent compliance with the Agreement, the Policies and Procedures, Terms and Conditions or the Compensation Plan, the transfer will be declared null and void.

The Affiliate entity will revert back to the transferring Affiliate, who will be treated as if the transfer had never occurred from the reversion day forward.

If necessary and at NFT Artist Management's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Affiliate to ensure compliance with the Policies and Procedures and Terms and Conditions.

5.5. SUCCESSION

Notwithstanding any other provision of this Section, upon the death of Affiliate, the Affiliate account will pass to his or her successors in interest as provided by law. However, NFT Artist Management will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate, Will, Trust or other instrument required by NFT Artist Management.

The successor will thereafter be entitled to all the rights and be subject to all the obligations of an Affiliate.

All documents submitted may be subject to notarisation for acceptance before processing such changes. All changes will be made through the Compliance Department.

NFT Artist Management has the right to refuse such changes if NFT Artist Management feels the documentation is not a true notarised decree, or the documents have been altered in any way. When the account holder has been reported as deceased the account will be placed in "hold" status while waiting on legal documentation.

When the heir is an existing Affiliate, that Affiliate, i.e. the heir, needs to note which account(s) he/she wants to keep, and the account balance will be merged into that account and the other account will be deleted. When the heir is not a member, he/she can get the position that has been inherited.

5.6. RE-ENTRY / RE-APPLY

Any Affiliate who transfers his or her Affiliate Account must wait for six (6) months after the effective date of such transfer before becoming eligible to reapply to become an Affiliate.

The acceptance of this reapplication shall be at the sole discretion of NFT Artist Management and can be denied without any given reason.

6. SECTION SIX: PROPRIETARY INFORMATION

6.1. CONFIDENTIALITY AGREEMENT

During the term of the Agreement, NFT Artist Management may supply to Affiliates confidential information, including (but not limited to) genealogical and Downline reports, customer lists, customer information developed by NFT Artist Management or developed for, and on behalf of NFT Artist Management by Affiliates (including, but not limited to, credit data, customer and Affiliate profiles and product purchase information), Affiliate lists, manufacturer and supplier information, business reports, commission or sales reports, and such other financial and business information which NFT Artist Management may designate as confidential.

All such information (whether in written or electronic format) is proprietary and confidential to NFT Artist Management and is transmitted to Affiliates in strictest confidence, on a “need to know” basis, for use solely in the Affiliate’s business with NFT Artist Management. Affiliates must use their best efforts to keep such information confidential and must not disclose any such information to any third party or use this information for any non-company activity directly, or indirectly while being an Affiliate and thereafter.

Affiliates must not use the information to compete with NFT Artist Management, or for any purpose other than promoting NFT Artist Management’s program, its products, and services. Upon expiration, or termination of the Agreement, Affiliates must discontinue the use of such confidential information and promptly return any confidential information in their possession to NFT Artist Management.

6.2. COPYRIGHT RESTRICTIONS

With respect to product purchases from NFT Artist Management, Affiliates must abide by all third-party suppliers use restrictions, and copyright protections.

6.3. VENDOR CONFIDENTIALITY

NFT Artist Management’s business relationships with its vendors, manufacturers and suppliers are confidential. Affiliates must not contact, directly or indirectly, or speak to, or communicate with any supplier, or manufacturer of NFT Artist Management, except at NFT Artist Management sponsored events at which the supplier or manufacturer is present at the request of NFT Artist Management.

7. SECTION SEVEN: TRADEMARKS, LITERATURE & ADVERTISING

7.1. TRADEMARKS

NFT Artist Management’s trademarks, service marks, and copyrighted materials are owned by NFT Artist Management. Use of such marks and materials must be in strict compliance with these Terms & Conditions.

7.2. ADVERTISING & PROMOTIONAL MATERIALS

Only the promotional and advertising materials produced by NFT Artist Management, or approved in advance in writing by NFT Artist Management may be used to advertise, or promote an Affiliate’s business, or to sell products and services of NFT Artist Management. NFT Artist

Management's literature and materials may not be duplicated, or reprinted without the prior written permission. Promotional material will be specifically made for Affiliates to use to promote their businesses. No company logos are allowed on Affiliate promotion sites without express permission from NFT Artist Management. All violations will be subject to suspension and possible termination.

You are prohibited, without prior written consent by NFT Artist Management, from advertising in any way, shape or form. This includes, but is not limited to advertising, promotions of any kind, or any advertising links on social media, or forums, such as (but not limited to) blogs, social forums, or other marketing methodology designed to promote NFT Artist Management, and its products.

NFT Artist Management may offer at some stage, banners or other promotional material together with information about how, and where such material may be used. Affiliates may advertise if they are following NFT Artist Management's guidelines correctly.

If the Affiliate fails to comply with these guidelines, NFT Artist Management holds the right to suspend, and/or terminate the Affiliate's account.

7.3. USE OF COMPANY NAME

Affiliates may use the name of NFT Artist Management only in the following format: "Independent Affiliate for NFT Artist Management", or "Independent Member of NFT Artist Management" or "Independent Licensee for NFT Artist Management". The use of the company name "NFT Artist Management" may only be used with the preceding title labelled "Independent".

We ask that Affiliates promote their businesses using their own unique names that do not mislead or interfere with the public perception of the opportunity.

7.4. STATIONERY AND BUSINESS CARDS

Affiliates are not permitted to "create" their own stationery, business cards, or letterhead graphics, if NFT Artist Management's trade name or trademarks are used. Only the approved NFT Artist Management's graphics version and wording are permitted; letterheads, envelopes, and business cards must be ordered using the online/stationery order form when this feature becomes available.

7.5. ELECTRONIC ADVERTISING

Affiliates may not advertise or promote their Affiliate business, or NFT Artist Management's business, products or marketing plan or use NFT Artist Management's name in any electronic media, or transmission, including on the Internet via web sites or otherwise, without the prior written approval of NFT Artist Management's legal and/or compliance department.

All materials found to be in breach of any prohibited advertising will result in suspension and

possible termination of the account. All suspended accounts will be under investigation for a minimum of 30 days, until the case is concluded. All questions should be directed to NFT Artist Management's Compliance Department.

All accounts in violation of this clause will be flagged by our Administrators, and all email addresses flagged as in violation of this clause will be sent an email from NFT Artist Management's Compliance Department. These emails should be responded to immediately to ensure your account remains in good standing.

7.6. TELEPHONE LISTING

Affiliates are not permitted to use NFT Artist Management's trade name in advertising their (mobile) telephone numbers in the white or yellow page sections of the telephone book. Affiliates are not permitted to list their (mobile) telephone numbers under NFT Artist Management's trade name without first obtaining NFT Artist Management's prior written approval.

Any Affiliate found to be conducting business in this manner without NFT Artist Management approval may be subject to immediate termination of their account and legal proceedings to follow.

7.7. TELEPHONE ANSWERING

Affiliates may not answer the telephone by saying that they are from NFT Artist Management, or in any other manner that would lead the caller to believe that he or she has reached a corporate representative, or the offices of NFT Artist Management.

7.8. MEDIA INTERVIEWS

Affiliates are prohibited from granting radio, television, newspaper tabloid, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicise NFT Artist Management, its products, or NFT Artist Management businesses, without the express prior written approval of NFT Artist Management. All media inquiries should be in writing and referred to NFT Artist Management's Compliance Department.

7.9. ENDORSEMENTS

No endorsements by a NFT Artist Management officer or administrator or third party may be asserted, except as expressly communicated in NFT Artist Management literature and communications.

Certain regulatory agencies do not approve or endorse direct selling programs, therefore, Affiliates may not represent or imply, directly or indirectly, that NFT Artist Management's programs, products or services have been approved, or endorsed by any governmental agency unless this has been approved of by both the regulatory body, and NFT Artist Management.

NFT Artist Management does not support the use of its logos, company names, product names,

or images of NFT Artist Management products by other parties in marketing, promotional, or advertising materials, as their use may create the perception that NFT Artist Management endorses, or sponsors the product, service, or promotion.

7.10. RECORDINGS

Affiliates may not produce or reproduce products for sale or personal use that are produced, or reproduced by NFT Artist Management, or any literature, audio, or video material, presentations, events or speeches, including conference calls produced by NFT Artist Management. Video and/or audio recording of NFT Artist Management meetings and conferences is strictly prohibited unless approved of, and officially announced by NFT Artist Management in advance of the meeting, or conference.

7.11. INDEPENDENT COMMUNICATIONS

Affiliates, as Independent Members and Licensees, are encouraged to distribute information and direction to their respective Downlines. However, Affiliates must identify and distinguish between personal communications, and the official communications of NFT Artist Management. Reproducing communications in any form constitutes a breach of NFT Artist Management's Terms, and accounts found in breach of this may be subject to suspension, or possible termination.

7.12. E-MAIL

When you are approved as an Affiliate with NFT Artist Management, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products, services, crowdfunding, or other records, or correspondence from NFT Artist Management.

You consent to receive notices electronically by way of transmitting the notice to you by email using the email address you have registered with NFT Artist Management. Please refer to the Privacy Policy and GDPR Policy for detailed information regarding privacy.

You agree to refrain from copying, duplicating, and/or soliciting information, material, and other properties owned by NFT Artist Management, or any of the products, and services we provide unless we grant you prior written approval and consent.

8. SECTION EIGHT: PAYMENT OF COMMISSIONS (REMUNERATIONS)

8.1. BASIS FOR COMMISSIONS

Commissions and other compensation cannot be paid until the Membership Agreement has been received, accepted and KYC documents have been approved and accepted by NFT Artist Management.

In order to receive commissions on products and services sold, NFT Artist Management must have received and accepted an Agreement prior to the end of the commission phase in which the sale is

made. NFT Artist Management must receive the full net amount of the selected NFT Artist Management services and products to be able to pay full commissions (remunerations). Please also see section 1.14 regarding your obligations on providing NFT Artist Management with an accurate and current ABN.

8.2. COMMISSION (REMUNERATION) PAYMENTS

Commissions are paid to Affiliates in accordance with the Compensation Plan. Affiliates must consult the Compensation Plan for a detailed explanation of the benefits, bonus structure and requirements of the Compensation Plan. Affiliates may also receive perks for being an Affiliate but would have to refer to the Compensation Plan for specific details.

8.3. OFFSET OF REMUNERATIONS (COMMISSIONS)

Any commissions or bonuses earned and paid on products returned is the obligation of and must be repaid to NFT Artist Management by Affiliates earning such commissions. NFT Artist Management has the right to offset such amounts against future commissions and other compensation paid, or owed to such Affiliates who received commissions.

8.4. PAYMENT OF BONUSES AND COMMISSIONS

In order for any Affiliate to receive any bonuses or commissions from NFT Artist Management, the Affiliate must meet with the requirements set out in the Compensation Plan.

In cases of suspected irregularities or fraud, as well as by means of protecting the financial interest and future of NFT Artist Management, NFT Artist Management reserves the right to take actions at its sole discretion including, but not limited to, the payout procedures.

9. SECTION NINE: PURCHASE & SALE OF SERVICES

9.1. PAYMENT OPTIONS (REFER TO SECTION 8.3)

Affiliates may use wire transfers (bank transfer), BTC, or PPTLs, to fund their purchase of NFT Artist Management products and services of their choice. All banking fees and wire transfer expenses will be borne by the Affiliates.

Wire Payments must be made to the bank details located in the back-office under the payment tab. Payments through wire transfer will have to be confirmed and verified before any activation of the products, or services within NFT Artist Management.

9.2. EMAIL BLASTS, SPAMMING

NFT Artist Management prohibits the marketing practice commonly referred to as "Spamming". All messages that originate from you as an Affiliate must comply with all applicable laws in your jurisdiction as well as with general spam regulations. In the event of any validated report of "Spam" by you, NFT Artist Management may, at its sole discretion and without prior notice, terminate or suspend your Affiliate account, and in the case of termination, you will forfeit any unpaid and future Bonuses. NFT Artist Management defines "Spam" as:

- a) Electronic mail messages addressed to a recipient with whom the initiator does not have an existing business, or personal relationship, or is not sent at the request of, or with the express consent of, the recipient;
- b) Messages posted to forums and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups or forums, or posted in excessive volume;
- c) Solicitations posted in forums, on walls, private messaging or chat rooms, or to groups or individuals via Chat or "Instant Messaging" system;
- d) NFT Artist Management will evaluate each validated abuse incident on a case-by-case basis and will, at its sole discretion, and with or without notice, suspend your account and/or terminate it, with forfeiture of any unpaid and future Bonuses.

NOTE: You agree and accept that NFT Artist Management will not be liable for any damages incurred in relation to e-mails sent out by you as an Affiliate. Any Affiliate is required to be responsible for their own communications and their conformance to these Terms & Conditions for Affiliated Partners and Affiliated Member.

10. SECTION TEN: GUARANTEE, COOLING OFF PERIOD & REFUND POLICY

10.1. MONEY BACK GUARANTEE / COOLING OFF PERIOD

NFT Artist Management offers a 14-day, 100 percent Money Back, and Satisfaction Guarantee to all Affiliates on purchased Memberships or Licenses bought on NFT Artist Management.com. The 14 days, 100 percent Money Back Guarantee, starts from the moment of your purchase, includes weekends, and only applies to the initial purchase of an unused Membership or License that has been bought from NFT Artist Management. If an Affiliate is dissatisfied with the service for any reason, the Affiliate may receive a refund within 14 days of the Affiliate's initial purchase, for a full refund of the purchased price. All other warranties and guarantees are disclaimed. After 14 days, your purchase of a Membership or License will no longer be refundable. Please see the Policies & Procedures for full disclosure.

When you purchase a Membership or License from NFT Artist Management, you have a 14-day cooling off period which means that you can regret your purchase and get a refund of your money. This cooling off period may potentially be terminated and cancelled immediately if you:

1. Choose to use any of the features in your NFT Artist Management website.
2. Have used your NFT Artist Management products including but not limited to Memberships.
3. Use any bonuses related to your account.

If the above criteria are met, Affiliates will neither have a cooling off period, nor the right to a refund, or a chargeback since you have started to use the product or service that you have purchased, which per definition cancels your possibility for any refund, and to which you, as Affiliate, agree to irrevocably waive your right to a refund.

REFUNDS ON GIFT CODES

The original buyer of the Gift Code cannot receive a cash refund on a purchased Gift Code but it can be deposited back to the buyer's account in its back-office.

If the original buyer who purchased the Gift Code paid from its Account Balance in its back-office, the purchase amount will be returned to its Account Balance in its back-office.

If the original buyer who purchased the Gift Code paid with Bitcoin, or other crypto/tokens, this purchase amount will be returned to its Account Balance in fiat currency, which will be converted to PPTLs, to its back-office. The party who has received the Gift Code from an Affiliate to join NFT Artist Management's opportunity will not be able to redeem or request a refund for the Gift Code from NFT Artist Management. **There are no cash refunds for Gift Codes.**

An Affiliate who gives a Gift Code away, and/or sells a Gift Code, to any new member wishing to be a part of NFT Artist Management's opportunity, such Gift Code will be deemed to have been used and will not be refunded in any way. Affiliate's agree to irrevocably waive their right to a refund of Gift Codes having been used.

Regarding the refund policy of any product or service purchased via the NFT Artist Management platform, NFT Artist Management refers Affiliates to the refund policy of the respective third party offering that specific product or service.

10.2. WARRANTIES

Except as expressly stated herein, NFT Artist Management makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from, or through NFT Artist Management.

11. SECTION ELEVEN: GENERAL PROVISIONS

11.1. INDEMNITY AGREEMENT

Each and every Affiliate agrees to indemnify and hold harmless NFT Artist Management, its shareholders, officers, directors, employees, agents, and successors in interest from and against any claim, demand, liability, loss, cost, or expense including, but not limited to, court costs and attorneys' fees, asserted against, or suffered, or incurred by any of them directly, or indirectly, arising out of, or in any way related to, or connected with allegedly or otherwise, the Affiliate's:

- (a) activities as Affiliate;
- (b) breach of the terms of the Agreement; and/or
- (c) violation of or failure to comply with any applicable local laws or regulation.

NFT Artist Management reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide NFT Artist Management with such cooperation as is reasonably requested by NFT Artist Management.

11.2. PROCESSING CHARGES

NFT Artist Management reserves the right to institute a processing charge for any transfer requests, and/or genealogy requests.

11.3. OTHER SERVICES

Affiliates may not promote or sell another company's services at functions organised to feature NFT Artist Management and its products/services. Affiliates are not restricted from selling the services, and products of other companies, however promotion of any other companies' services, products and/or business programs to NFT Artist Management Affiliates is strictly prohibited if it is enticing or disrupting the current NFT Artist Management's business structure.

11.4. ENTICEMENT

Affiliates may not promote or entice new Affiliates by providing false projections to lure Affiliates to be a part of the NFT Artist Management community. This is grounds for immediate suspension and possible termination.

11.5. MOBILE SERVICES

The web-based platform offered by NFT Artist Management may be available via your mobile phone, including the ability to receive and reply to messages and the ability to browse the NFT Artist Management website and maybe specific application produced for usage and benefit to the NFT Artist Management Affiliates. NFT Artist Management does not charge you extra for these services, however, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost.

11.6. RELATIONSHIP WITH THIRD PARTIES

NFT Artist Management will link to third-party Suppliers where NFT Artist Management has entered affiliation agreements giving cash back to Affiliates based on the level of activity generated by NFT Artist Management Affiliates. These companies are not set up to respond directly to NFT Artist Management Affiliates except through their customer support.

11.7. AVAILABILITY, VIRUSES, WARRANTY DISCLAIMER

Due to the nature of the internet and computer systems, NFT Artist Management cannot be held liable for the continuous availability of the NFT Artist Management website. Although NFT Artist Management makes every endeavor to keep the website accessible and free from viruses, NFT Artist Management cannot make any guarantee that it is virus-free.

You shall, for your own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

The NFT Artist Management website may be unavailable from time to time for maintenance or other reasons. NFT Artist Management assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction, or unauthorised access to, or alteration of, user communications or content.

NFT Artist Management is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers of any of the before mentioned, computer or mobile phone equipment, software, on account of technical problems or traffic congestions on the internet or at the NFT Artist Management website, including injury or damage to User's or to any other person's computer, cell phone or other hardware or software, related to or resulting from using or downloading materials in connection with the NFT Artist Management website or the crowdfunding. All information and services included in or available through the NFT Artist Management website are provided "as is" and "as available" for your personal, non-commercial use.

Neither NFT Artist Management nor any of its employees, agents, content providers, service providers, or licensors, makes any warranty of any kind regarding the website and/or the content contained therein, the products or services available on, or through the website, the results that may be obtained from using the website and/or the products or crowdfunding offered through the NFT Artist Management website.

NFT Artist Management disclaims all warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

NFT Artist Management expressly disclaims all warranties that the content of the website is accurate, reliable or correct; that the website will be available at any particular time or location, will be uninterrupted, timely, secure, or error-free; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Your use of the NFT Artist Management website is solely at your risk.

You download or otherwise obtain content, material data or software (including any mobile user) from or through the NFT Artist Management website or service at your own discretion and risk and you will be solely responsible for your use thereof and any damages to your cell phone or computer system, loss of data or other harm of any kind that may result. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you. To the extent that we may not disclaim implied warranties as a matter of applicable law, the scope and duration of such warranty shall be the minimum required under such applicable law.

11.8. LIMITATION OF LIABILITY

To the extent permitted by law, NFT Artist Management shall not be liable for, and each Affiliate

releases NFT Artist Management from, and waives all claims for any loss of profits, indirect, direct, special, or consequential damages or, any other loss incurred or suffered by Affiliate as a result of:

- a) the breach by Affiliate of the Agreement and/or the Terms and Conditions and/or the Policies and Procedures;
- b) the operation of Affiliate's business;
- c) any incorrect or wrong data or information provided by Affiliate; or
- d) the failure to provide any information or data necessary for NFT Artist Management to operate its business, including, without limitation, the enrollment and acceptance of Affiliate into the Compensation Plan or the payment of commissions and bonuses.

NFT Artist Management or any of its subsidiaries, will not be held responsible to AFFILIATES, or any other parties, for incurred losses, costs or expenses, loss of use, and damages (consequential/incidental or both) resulting from mistakes in, omissions from, or changes to, information, links, downloaded material or other materials, an 'AFFILIATE' may receive or come into contact with, while accessing the website.

We do not provide any guarantees for the accuracy or validity of information provided in any of our services generated from generally reliable sources due to the refusal of such companies to provide legal guarantees for their information.

NFT Artist Management, does not accept any liability or legal responsibility for, arising out of use, any services provided, interpretation, or acceptance, of any information available on the website, NFT Artist Management.com or on any third-party websites.

You agree to access the website at your own risk and we do not provide any legal warranty that information available or obtained on this website is absolutely accurate and reliable, or that accessing our servers cannot expose you to viruses or other forms of harm.

You understand that you are solely responsible for damage or costs arising from damage to your computer and any of its components.

11.9. RECORDKEEPING

NFT Artist Management encourages all Affiliates to keep complete and accurate records of all their business dealings.

11.10. FORCE MAJEURE

NFT Artist Management shall not be held liable for any failure or delay in performing any of its obligations under the Agreement or for other non-performance hereof if such delay or non-performance is caused (directly or indirectly) by circumstances beyond NFT Artist Management's control, such as but not limited to events of pandemic, strike, labor disturbances, fire, flood, earthquake, storm, power outages, riot, act or ordinance of any governmental or local authority,

acts of governmental or military authorities, international sanctions, civil unrests, terrorism, armed conflict, war or by any other cause beyond the reasonable control of that Party (a “Force Majeure Event”).

If NFT Artist Management’s performance of its obligation under this Agreement is affected by a Force Majeure Event, NFT Artist Management shall immediately inform the Affiliates affected of such event, and use reasonable commercial efforts to remove, or overcome the hindrance for performance. Should a Force Majeure Event continue for more than three months, NFT Artist Management shall have the right to terminate the Agreement with immediate effect.

11.11. VIOLATIONS

It is the obligation of every Affiliate to abide by and maintain the integrity of the Terms and Conditions, and the Policies and Procedures. If an Affiliate observes another Affiliate committing a violation, he or she can discuss the violation directly with the violating Affiliate and refer them to the Terms and Conditions and/or Policies and Procedures.

If the Affiliate wishes to report such violation to NFT Artist Management, he or she must report it in detail the violation committed in writing to the Compliance Department. When sending in the reported violation, mark the correspondence in the subject line as “REPORTED COMPANY VIOLATION”.

11.12. AMENDMENTS

NFT Artist Management reserves the right to amend the Agreement, the Terms and Conditions, the Compensation Plan and the Policies and Procedures as well as any other Policies and/or documents being a part of the Agreement, its (retail) prices, product and service availability at any time without prior notice as it deems appropriate. By entering into the Membership Agreement, an Affiliate agrees to abide by all amendments or modifications that NFT Artist Management elects to make, now and in the future.

Amendments will be communicated to Affiliate through official NFT Artist Management notifications such as, but not limited to, posting on NFT Artist Management website, posting in Affiliate’s back-office, e-mail, special mailings or other publications. Amendments are effective and binding upon official NFT Artist Management notification. In the event any conflict exists between the original documents or policies and any such amendment, the amendment shall prevail.

11.13. NON-WAIVER PROVISION

No obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of NFT Artist Management’s right to demand exact compliance with these Terms. NFT Artist Management’s waiver of any particular default by Affiliate shall not affect or impair NFT Artist Management’s rights with respect to any subsequent default, nor shall it affect in any way the rights

or obligations of any other Affiliate. No delay or omissions by NFT Artist Management to exercise any right arising from a default effect or impair NFT Artist Management's rights as to that or any subsequent or future default.

Waiver by NFT Artist Management can be affected only in writing by an authorised officer of NFT Artist Management.

11.14. GOVERNING LAW

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

11.15. STATUTES OF LIMITATIONS

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to these Terms & Conditions for Affiliates must be filed within three (3) months after such claim or cause of action arose or be forever barred.

11.16. ENTIRE AGREEMENT

The Terms and Conditions, the Compensation Plan, the Policies and Procedures, and any other Policies and/or documents that are issued by NFT Artist Management, that NFT Artist Management specifically identifies as being a part of the Agreement are incorporated into the Agreement and constitute the entire agreement of the parties regarding their business relationship.

11.17. GDPR REGULATIONS

In the framework of its business operations, NFT Artist Management processes personal data relating to its customers as well as other business contacts. NFT Artist Management always takes care to process personal data in a responsible and correct manner in accordance with applicable laws and regulations, such as the EU General Data Protection Regulation (GDPR). How NFT Artist Management processes personal data is regulated in the Privacy Policy, which forms an integral part of the Membership Agreement.

11.18. SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Terms and Conditions and Policies and Procedures, or any specification, standard or operating procedure which NFT Artist Management has prescribed is held to be invalid or unenforceable, NFT Artist Management shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to

the extent required to be valid and enforceable, and the Affiliate shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

11.19. LIMITATION OF DAMAGES

To the extent permitted by law, company and its Affiliates, officers, directors, employees and other representatives, shall not be liable for, and Affiliate hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages which may arise out of any claim whatsoever relating to company performance, nonperformance, act or omission with respect to the business relationship or other matters between any company and company, whether sounding in contract tort or strict liability.

NFT Artist Management shall not exceed and is hereby expressly limited to, the amount of unsold company services and/or products of company owned by the Affiliate, and any commissions owed to the Affiliate.

11.20. NOTICE

Any communication, notice or demand of any kind whatsoever which either the Affiliate or NFT Artist Management may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.

11.21. USE OF MATERIAL

All materials included on any of the subsidiary companies of NFT Artist Management's website and any other content are protected by copyright, trademark and other laws as property of NFT Artist Management and/or any of its subsidiary entities, unless otherwise noted. Unauthorised use of the logo, branding, or any such company materials violates copyright, trademark and other laws. As an Affiliate, you may download and/or print the company approved materials for use only.

Copies that you make of the material must bear any copyright, trademark or other proprietary notices located on the company websites, presentations, and/or social media which pertain to the material being copied. Any other sale, modification, reproduction, redistribution, publication or retransmission of any information from NFT Artist Management in whole or in part without the prior written permission of NFT Artist Management, is strictly prohibited.

11.22. MISCELLANEOUS

No delay or omission by any of the parties in exercising any right under these Terms & Conditions for Affiliates shall operate as a waiver of that or any other right. A waiver of consent given by the other party on any one occasion shall be effective only in that instance, and shall not be

construed as a bar, or waiver of any right, on any other occasion.

Captions contained in these Terms & Conditions for Affiliates are inserted only as a matter of convenience, or for reference, and in no way define, limit, extend, or describe the scope of Terms & Conditions for Affiliates, or the intent of any provision of the Terms & Conditions for Affiliates. It is the intent of the parties that no Terms & Conditions for Affiliates shall be construed against either party pursuant to the common law rule of construction against the drafter. It is the intent of the parties that said rule is not applicable to Terms & Conditions for Affiliates.

The parties waive all rights to trial by a court in any action or proceeding instituted in connection with Terms & Conditions for Affiliates. If any provision of Terms & Conditions for Affiliates shall be held invalid, or unenforceable by any court of competent jurisdiction, or as a result of future legislative action, such provision shall be enforced to the maximum extent permissible, so as to give effect to the parties' intentions as reflected in the provision, and all other provisions of Terms & Conditions for Affiliates shall remain in full force and effect. In the event of a dispute arising out of or relating to Terms & Conditions for Affiliates, the prevailing party shall be entitled to an award of attorney's fees and costs.

In the event that any provision of these Terms & Conditions for Affiliates shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected, or impaired thereby. Nothing in these Terms & Conditions for Affiliates provides the Affiliates with the right, license, authorisation, or approval to make binding agreements with any person or entity on behalf of NFT Artist Management. Furthermore, a NFT Artist Management Affiliate is not authorised to receive, or collect money from any person on behalf of NFT Artist Management. All payments must be made directly to NFT Artist Management.

These Terms & Conditions for Affiliates, NFT Artist Management's Privacy Policy, as well as all other terms, obligations, and rules posted on the NFT Artist Management website, which are hereby incorporated by this reference.

In the event any of these Terms & Conditions for Affiliates may be translated into a different language it will always be the English version that is the only legally binding version, and translations may be regarded as means of information only.

All and any inquiries related to Earnings, Payments, Placement Queries, Cancellations, Refunds — You will need to submit a support ticket through your back-office, or via the ticket form on the login page of NFT Artist Management.com.

All inquiries related to Transfer of Ownership, Appeals, Copyright Infringements, Trademark Violations, KYC — You will need to send an email to support@ndigi.world.

On commencing a new Membership or License with us, please return and retain a digitally signed copy of this Membership Agreement on file at all times.

Signed in agreement by:

Signed: _____

Dated: _____

Name: _____

Schedule 1:

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