

LFC HEROES CLUB NFT TERMS & CONDITIONS

These terms and conditions, incorporated by reference into the first sale of an LFC non-fungible token (each, an “LFC NFT”), constitute a legally binding agreement (the “Agreement”) between the first purchaser or any subsequent owner of an LFC NFT (both referred to herein as or the “Owner”) and Liverpool Football Club and Athletic Grounds Limited of Anfield Road (“LFC”), governing any use of the Content created by or for LFC that is associated with the LFC NFTs. For the avoidance of doubt, the Owner of an NFT includes the person for whom a custodian, intermediary, or digital wallet provider holds LFC NFTs.

The first purchaser of an LFC NFT has expressly agreed to be bound by these terms and conditions, and any subsequent Owner agrees to be bound by these terms and conditions which will be available at a URL contained in the metadata of the LFC NFT. An Owner that does not agree to these terms and conditions may not own or be involved in the purchase or sale of any LFC NFT.

1) Owner acknowledges and agrees that LFC (or, as applicable, its licensors) owns all right, title and interest in and to any digital artwork or other work of authorship related to an LFC NFT (“Content”) and all intellectual property rights therein, and Owner further acknowledges and agrees that (i) Nike, Inc. (“Nike”) owns all right, title, and interest in and to any Nike product(s) and any trademarks, logos or other branding of Nike appearing or represented in any Content related to the LFC NFT; (ii) Standard Chartered PLC (“Standard Chartered”) owns all right, title, and interest in and to all Standard Chartered brands depicted in the Content; (iii) Expedia, Inc. (“Expedia”) owns all right, title, and interest in and to all Expedia brands depicted in the Content; and (iv) AXA S.A. (“AXA”) owns all right, title, and interest in and to all AXA brands depicted in the Content. The rights that a Owner has in and to any Content or LFC NFT are limited to those expressly stated in this Agreement.

2) Subject to the terms and conditions herein, LFC grants to the Owner a non-exclusive, non-transferable (except as otherwise set forth in Section 3 below), non-sublicensable license to perform or display (as applicable) the Content solely for the period during which the Owner owns the LFC NFT, and solely for such Owner’s personal, non-commercial purposes.

3) Any transfer or sale of an LFC NFT is conditional upon the recipient’s agreement to be bound by the terms of this Agreement. Upon a Owner’s sale or other transfer of any LFC NFT, such Owner’s rights under this Agreement, including without limitation the right to perform or display the Content, will immediately terminate. For avoidance of doubt, any reference to “Content” in this Agreement includes any Nike product(s) and any trademarks, logos or other branding of Nike, Standard Chartered, Expedia or AXA appearing or represented in any such Content.

4) The license granted hereunder is also subject to the following restrictions:

- Owner may not modify the Content;
- Owner may not use the Content to advertise or promote other products or make any other commercial use of it;
- Owner may not use the Content in a way that creates harmful associations or infringes the rights of others;
- Owner may not use the Content in any manner that would tend to denigrate, disparage, tarnish, present in a false light, or otherwise reflect negatively on (i) LFC, any of its affiliates, any of its or their respective products or services, any person employed by LFC, (ii) Nike, any of its affiliates, any of its or

their respective products or services, any person employed by Nike, or any of its or their sponsored athletes, artists or teams, or other sponsored individuals and entities, (iii) the Standard Chartered brand(s), Standard Chartered, any Standard Chartered group companies and affiliates, any Standard Chartered products or services, or any person employed by any Standard Chartered group companies and its affiliates, (iv) Expedia, any Expedia group companies and affiliates, any Expedia products or services, or any person employed by any Expedia group companies and its affiliates, and (v) AXA any AXA group companies and affiliates, any AXA products or services, or any person employed by any AXA group companies and its affiliates;

- Owner may not sell, distribute for commercial gain, or otherwise commercialize merchandise that includes any Content;
- Owner may not attempt to acquire intellectual property rights in any Content;
- Owner may not create, sell, or attempt to create or sell fractionalized interests in the LFC NFT or any Content; and
- Owner may not separate the representations of any Nike product(s) from the Content, and Owner may not separate the Content from the LFC NFT.

5) Owner may not make any public statement promoting the purchase of any LFC NFT as a means of obtaining a financial benefit, or characterizing it as an investment, or otherwise suggesting that a purchaser may obtain any profit, financial return or financial gain.

6) Owner will indemnify LFC, Nike, Standard Chartered, Expedia and AXA from any third-party claims or Losses arising from Owner's breach of this Agreement or any unauthorized use of any Content. Losses means any and all liabilities, losses, damages, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and "Loss" has a corresponding meaning.

7) LFC provides the LFC NFT, and LFC, Nike, Standard Chartered, Expedia and AXA provide the Content on an "AS IS" basis, and expressly disclaim any warranties or conditions of any kind, either express or implied, including, by way of example and without limitation, any warranties or conditions of merchantability, or fitness for a particular purpose. In no event will LFC, Nike, Standard Chartered, Expedia or AXA be liable for any indirect, incidental, consequential, or other non-direct damages of any kind. The maximum aggregate liability of LFC, Nike, Standard Chartered, Expedia and AXA for all damages and causes of action, whether in contract, tort (including negligence) or otherwise, shall be \$100.

8) Nike, Standard Chartered, Expedia and AXA are not parties to, and have no obligations under, this Agreement. Each of Nike, Standard Chartered, Expedia and AXA is a third-party beneficiary of this Agreement, and each has the right to enforce the terms against a Owner with respect to any breach pertaining to any Content and, in the case of Nike, any Nike product(s) appearing or represented in any Content.

9) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10) The laws of the United States of America and the State of New York govern all matters arising out of or relating to this Agreement or the subject matter hereof, excluding any conflict of law principles to the

contrary. Owner submits to the exclusive jurisdiction of the state or federal courts located in the State of New York.