

TERMS OF SALE

By purchasing a “Billionaire Bunker Deeds” NFT (the “**Product**” or the “**NFT**”), you (the “**Purchaser**”) agree to the following Terms of Sale (the “**Terms**”) between you and Dead Bruv, Inc., a Delaware corporation (“**Company**”, the “**Seller**”, or “**we**”, “**us**” or “**our**”) (the Purchaser and the Seller are each a “**Party**” and collectively the “**Parties**”).

1. BUYTHEBUNKER NFT

The NFT is being offered through the <https://buythebunker.com/>

NOTE: the program is currently under development and the delivery time, and underlying mechanics may change based on technological constraints. Specifics of the program will be displayed on the Company’s website located at <https://buythebunker.com/>

You additionally agree that:

- **You are purchasing the NFT for the purpose of consuming the NFT and not for investment purposes.**
- **You understand that the value of the NFT could decrease or go to zero.**
- **You understand that it is your obligation to ensure proper and secure custody of the NFT. The Company will not be liable for any loss associated with lost or stolen NFTs.**
- **Neither these Terms nor any activity contemplated hereunder shall be considered to constitute a partnership, association or joint venture between you and the Seller. Nothing in this agreement shall be construed to constitute you as the agent or employee of the Seller or the Seller as your agent or employee. Neither party shall make any representation to the contrary.**
- **The NFT shall not create or vest in Purchaser any property right of any nature in anything other than the NFT. Purchaser shall have no claim of title to any personal or real property in fee simple, joint tenancy, tenancy in common, or any other form of ownership rights, by virtue of holding the NFT.**
- **Any listing or advertisement providing for benefits that might accompany NFT purchase are illustrative only and do not form part of these Terms.**
- **NFT holders may be granted certain governance rights in the Billionaire Bunker Club, a decentralized project exploring community-led ownership and development of a Bunker, at a later date, subject to applicable laws and regulations, technical feasibility, successful acquisition of the property, sufficient community participation, and the discretion of the project team.**

- **In the event that the Company is unable to facilitate the completion of the program objectives, the Company may at its sole option use funds raised from the sale of NFTs for a similar purpose within the 6-month period following the determination that the original program objective is no longer attainable. In the event that the Company has not used a significant portion of the funds as described at the expiration of such 6-month period, any unused portion of such funds shall be refunded to NFT holders, pro rata, less costs and administrative expenses.**

2. PURCHASE AND SALE

Subject to the terms and conditions of these Terms, the Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller, one or more licenses to the Product. Additional goods and products may only be added to these Terms by written agreement identifying such additional goods and signed by an authorized representative of the Seller.

3. PRICE AND PAYMENT

3.1. Price

The Purchaser shall purchase the Product from the Seller at the applicable price set forth on the Seller's website at <https://buythebunker.com/>. The Price does not include, and the Purchaser shall be fully responsible for, any insurance, required federal, state, or local sales or other taxes, duties, export or custom charges, VAT charges, brokerage, or other fees; provided, however, that the Purchaser shall not be responsible for any taxes imposed on, or with respect to, the Seller's income, revenues, gross receipts, personnel, real or personal property, or other assets.

3.2. Payment

The Purchaser shall pay all amounts due to the Seller at the time of purchase. The Purchaser shall make all payments hereunder in SOL. The Purchaser shall have no right of set-off or withholding, and no deduction of any amounts due from the Purchaser to the Seller shall be made without the Seller's prior written approval.

4. GENERAL TERMS

4.1. Purchased for Consumptive Use

The Purchaser understands that the NFT is for consumptive use within the Company platform. As such, the Purchaser should not have any expectation that the NFT will increase in value or provide any passive income.

4.2. Title and Risk of Loss

Title and risk of loss of the Product shall pass to the Purchaser upon electronic delivery of the Product to the Purchaser. The purchaser is solely responsible for, and the Seller may not be held liable for, any loss of the Product due to power malfunctions, data corruption, network transmission loss, blockchain key loss, or any other event out of the Seller's control.

4.3. Product Warranties

The Product is sold “as is”. The Seller expressly disclaims all warranties, whether express or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose, title, and no infringement. The Purchaser acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or suitability of the Product and that no such statements or representations have been made. The Purchaser acknowledges that it has relied solely on the investigations, examinations, and inspections as the Purchaser has chosen to make and that the Seller has afforded the Purchaser the opportunity for full and complete investigations, examinations, and inspections.

4.4. Purchaser’s Representations and Warranties

The Purchaser represents and warrants to the Seller that:

- (a) these Terms constitute a legal, valid, binding, and enforceable obligation;
- (b) the Purchaser is in compliance with, and shall comply with, all international, national, state, regional, and local applicable laws, regulations, and ordinances in performing its duties hereunder and in any of its dealings with respect to the Product; and
- (c) the Purchaser has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under these Terms.

4.5. Intellectual Property

The Purchaser acknowledges and agrees that any trademark, trade name, logo, design, or copyright in software code, written text or anything else developed by the Seller in connection with the Product (collectively, “**Intellectual Property**”) are the sole and exclusive property of the Seller or its licensors.

The Purchaser shall not acquire any ownership interest in any of the Intellectual Property under these Terms. Any goodwill derived from the use by the Purchaser of the Seller’s Intellectual Property inures to the benefit of the Seller or its licensors, as the case may be. If the Purchaser acquires any Intellectual Property rights in or relating to the Product in any way (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to the Seller or its licensors, as the case may be, without further action by either of the Parties.

4.6. Indemnification

The Purchaser shall indemnify, defend, and hold harmless the Seller and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) from and against any and all losses, claims, actions, suits, complaints, damages, liabilities, penalties, interest, judgments, settlements, deficiencies, disbursements, awards, fines, costs, fees, or expenses of whatever kind, including reasonable attorneys’ fees, fees and other costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, relating to any claim

of a third party or an Indemnified Party arising out of or relating to the Product due to (a) the willful, fraudulent, or negligent acts or omission of the Purchaser or (b) the Purchaser's material breach of any representation, warranty, or obligation under these Terms. The Purchaser shall not enter into any settlement without the Seller's or the Indemnified Party's prior written consent.

4.7. Limitation of Liability

In no event shall the Seller be liable to the Purchaser or to any third party for any loss of use, revenue, or profit, or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the Seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

In no event shall the Seller be liable to the Purchaser or to any third party for any loss related to any cryptographic or blockchain system, including due to hacking or loss of a private key.

In no event shall the Seller's aggregate liability arising out of or related to these Terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the price of the Product with respect to which such claim is made.

No action shall be brought for any claim relating to or arising out of these Terms more than one (1) year after the accrual of such cause of action.

4.8. Termination

4.8.1. Termination by the Seller

The Seller may terminate these Terms, effective immediately upon written notice to the Purchaser, if the Purchaser:

- (a) fails to pay any amount when due under these Terms; or
- (b) materially breaches these Terms and such breach is incapable of cure, or with respect to a material breach capable of cure, the Purchaser does not cure such breach within seven (7) calendar days after receipt of written notice of such breach.

4.8.2. Termination by the Purchaser

In addition to the other terms set forth herein, the Purchaser may terminate these Terms upon written notice to the Seller if the Seller:

- (a) fails to provide access to the Product in a commercially reasonable manner; or
- (b) materially breaches these Terms and such breach is incapable of cure, or with respect to a material breach capable of cure, the Seller does not cure such breach within seven (7) calendar days after receipt of written notice of such breach.

4.8.3. Effect of Expiration or Termination.

The termination of these Terms will not affect any rights or obligations of the Parties that: (i) come into effect upon or after the termination of these Terms or (ii) otherwise survive the termination of these Terms in accordance with its terms or were incurred by the Parties prior to such termination, including the Purchaser's obligation to pay for any Product delivered up to the date of termination.

Any notice of termination under these Terms automatically operates as a cancellation of any unfulfilled obligation to provide the Product to the Purchaser.

4.9. Dispute Resolution

4.9.1. Governing Law

These Terms and all related documents, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

4.9.2. Dispute Resolution and Jurisdiction.

Any dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, shall be submitted to and decided by binding arbitration under the rules of the American Arbitration Association in Wilmington, Delaware. The decision of the arbitrator shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction by either Party. The prevailing Party in the arbitration proceedings shall be awarded reasonable attorneys' fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise. **Each Party hereby waives the right to trial by jury and to bring an action as a class.**

4.9.3. Cumulative Remedies.

Except as otherwise provided herein, each right, power, and remedy provided herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise, and the exercise or beginning of the exercise by any Party of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such Party of any or all of such other rights, powers, and remedies.

4.10. Assignment

The Purchaser shall not assign, transfer, delegate, or subcontract any of its rights or obligations under these Terms without the prior written consent of the Seller. Any purported assignment or delegation in violation of this Section shall be deemed null and void. No assignment or delegation shall relieve the Purchaser of any of its obligations hereunder. The Seller may freely assign or delegate any of its rights and obligations under these Terms at any time. Subject to the limits on assignment stated above, these Terms will

inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

4.11. Entire Agreement

These Terms, and any other documents referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter contained herein. These Terms supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

4.12. Waiver; Amendment

These Terms may only be amended, modified, or supplemented by a written agreement signed by each Party hereto. No waiver by any Party of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.13. Notices

Any notice required or permitted by these Terms shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by nationally recognized overnight courier, upon written verification of receipt; (c) by email or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

4.14. Severability

If any term or provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these Terms to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.15. Counterparts

These Terms may be executed in one or more counterparts, each of which shall be deemed an original copy of these Terms, and all of which, taken together, shall be deemed to constitute one and the same agreement.

4.16. Headings

The headings and captions of these Terms are provided for convenience only and are intended to have no effect in construing or interpreting these Terms. All other language in these Terms shall be in all cases construed according to its fair meaning and not strictly for or against either Party by virtue of such Party's authorship.

4.17. Force Majeure

The Seller shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, floods, fires, earthquakes, explosions, governmental actions, wars, invasions or hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest, national emergencies, revolutions, insurrections, epidemics, pandemics, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, the inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.