

# Terms & Conditions

EVOLAS employs high-performance industrial lasers to initiate physical interactions between light, metal, and glass, resulting in complex material formations deposited on and penetrating into glass carriers (“GLOBEs”).

Each Motif portrays real physical structures and material traces captured through high-precision microscopy and artistically selected, interpreted, and visually articulated into unique visual compositions.

These Terms & Conditions define the legal framework governing the acquisition, ownership, and permitted use of EVOLAS artworks. They clarify the rights and obligations of the parties, the acquisition and transfer of Artwork Instances, the handling of associated digital assets and documentation, the applicable rights relating to the physical GLOBE, and the conditions governing delivery, custody, resale, liability, and permitted use.

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## 1. Scope of Application

These Terms & Conditions govern all transactions and legal relationships between Werner Busenius (“Artist”), operating under the brand EVOLAS (“EVOLAS”), with business address Turbinenstrasse 7, 70499 Stuttgart, Germany, and all buyers (“Buyer”).

For the purposes of these Terms & Conditions, references to “EVOLAS” refer to the Artist acting under the EVOLAS brand unless expressly stated otherwise.

These Terms & Conditions apply to all artworks offered by EVOLAS and to all acquisitions concluded through the individual acquisition process established under Section 3.3, irrespective of the agreed payment and NFT transfer arrangements, including transactions facilitated through supported third-party NFT marketplaces.

## 2. Definitions

### 2.1 GLOBE

“GLOBE” is an abbreviation of “**GL**ass **O**rnament **B**ase” and refers to the designated glass carrier that physically preserves the material formations from which EVOLAS Motifs are derived.

These formations originate from interactions between concentrated light emitted by high-performance industrial lasers and various metals, and include complex physical structures, embedded particles, material traces, reaction residues, and related microscopic effects deposited on and within the glass carrier. The GLOBE therefore serves as the physical origin of all associated Motifs.

Each Motif is derived from real physical formations and material traces present on and within the GLOBE rather than from artificially or computer-generated visual structures. The resulting artwork is a high-resolution microscopic portrayal artistically selected, interpreted, and visually articulated by the Artist.

A single GLOBE can contain a large number of potential Motifs, which are discovered and selected through careful microscopic exploration.

### 2.2 Motif (Artwork)

A “Motif” is a completed visual artwork derived from real physical formations and material traces contained on and within a GLOBE.

It portrays a selected microscopic region within a much larger material field formed through laser-initiated physical processes. Each Motif is artistically selected and visually articulated by the Artist through microscopy, illumination, color, and perspective. The interpretation and title of a specific Artwork Instance may, where expressly provided under these Terms & Conditions, include contributions by the Buyer.

A Motif may be issued as a Unique or as a Limited Edition consisting of a predefined number of individually identifiable Artwork Instances.

### 2.2.1 Primary Motif

A “Primary Motif” is the central Motif selected by the Artist to represent a specific GLOBE.

The term “Primary Motif” is equivalent to “Main Motif” as used in EVOLAS marketing materials and artwork documentation. Both terms refer to the same Motif.

The acquisition of an Artwork Instance of a Primary Motif includes exclusive acquisition rights relating to Additional Motifs presented within the associated Preview Gallery, as defined in Section 3.5 of these Terms & Conditions.

### 2.2.2 Additional Motifs

“Additional Motifs” are additional artworks artistically selected from the same GLOBE as the associated Primary Motif.

Additional Motifs selected by EVOLAS for acquisition are presented within the Preview Gallery associated with the respective GLOBE and are exclusively available for acquisition by Buyers of Artwork Instances of the associated Primary Motif, in accordance with Section 3.5.

Each Additional Motif is issued with the same edition size as the associated Primary Motif. Each Buyer of an Artwork Instance of the Primary Motif is entitled to acquire no more than one Artwork Instance of each Additional Motif.

## 2.3 Artwork Instance

An “Artwork Instance” is one individually identifiable instance of a Motif issued by EVOLAS as part of a predefined Limited Edition or as a Unique.

Each Artwork Instance is assigned a specific edition number where applicable and constitutes the individual artwork acquired by the Buyer.

Each acquired Artwork Instance is associated with the corresponding Digital Master Files, Certificate of Authenticity, NFT and blockchain-based provenance record, any GLOBE-associated Rights applicable under these Terms & Conditions, and access to the documentation and materials specified in these Terms & Conditions.

Artwork Instances of the same Limited Edition are equal in artistic status and scope of rights, irrespective of their individual edition number.

## 2.4 GLOBE-associated Rights

“GLOBE-associated Rights” are contractual rights inseparably linked to the ownership of an Artwork Instance of the Primary Motif and reflect the continuing connection between that Primary Artwork Instance and the physical GLOBE from which the respective Motif originates.

For limited editions, all Buyers holding an Artwork Instance of the Primary Motif originating from the respective GLOBE hold equal, non-quantified GLOBE-associated Rights. These rights do not constitute fractional ownership interests expressed as percentages or transferable shares independent from the respective Primary Artwork Instance.

Artwork Instances of Additional Motifs do not independently confer GLOBE-associated Rights. The acquisition or subsequent transfer of an Artwork Instance of an Additional Motif therefore does not create or transfer any GLOBE-associated Rights independently from an Artwork Instance of the corresponding Primary Motif.

For a Unique Artwork, the Buyer of the Primary Artwork Instance is the sole holder of the GLOBE-associated Rights relating to the corresponding GLOBE.

GLOBE-associated Rights may not be sold, assigned, pledged, or otherwise transferred separately from the respective Primary Artwork Instance. Any valid transfer of a Primary Artwork Instance includes the corresponding GLOBE-associated Rights in accordance with Section 5.6.

## 2.5 NFT (Non-Fungible Token)

An “NFT” (Non-Fungible Token) is the blockchain-based digital token associated with a specific Artwork Instance.

It serves as a blockchain-based mechanism for documenting the identity, assignment, transaction history, and provenance of the associated Artwork Instance.

Each acquired Artwork Instance is associated with a corresponding NFT uniquely identifiable on the blockchain.

The NFT forms part of the provenance and authenticity infrastructure of the Artwork Instance but does not constitute the Artwork itself.

NFTs are minted by EVOLAS in connection with a specific acquisition and may be created either before or after conclusion of the acquisition contract, depending on the agreed transaction and NFT transfer arrangements.

## 3. Subject of the Contract

### 3.1 EVOLAS Offerings

EVOLAS offers individually identifiable Artwork Instances of Unique or Limited Edition Motifs for acquisition.

Upon successful acquisition of an Artwork Instance, the Buyer receives:

- the acquired Artwork Instance, identified by its edition number and applicable EVOLAS reference identifiers;
- two Digital Master Files as specified in Section 3.2;
- the corresponding NFT and blockchain-based provenance and authenticity infrastructure;
- in the case of an Artwork Instance of a Primary Motif, the applicable GLOBE-associated Rights as defined in Section 2.4;
- a digital Certificate of Authenticity documenting the identifying and provenance information of the Artwork Instance;
- the Artwork Statement associated with the acquired Artwork Instance;

- the exclusive Creation Dossier associated with the acquired Artwork Instance;
- in the case of an Artwork Instance of a Primary Motif, access to the associated Preview Gallery and the exclusive acquisition rights relating to Additional Motifs specified in Section 3.5; and
- optional guidance and support regarding the independent production of physical fine art prints.

## 3.2 Digital Delivery of the Artwork

Each acquired Artwork Instance includes two high-quality Digital Master Files:

### Native Resolution Image:

The final artistically developed image at its native production resolution.

### Upscaled Image:

A professionally enhanced version of the Native Resolution Image, optimized for high-quality fine art printing and large-format presentation.

Both Digital Master Files are provided in a professional RGB color space, with a color depth of up to 16 bits per channel, and in TIFF format or another lossless professional image format of comparable quality.

The specific technical characteristics, including pixel dimensions and cryptographic SHA-256 hashes of the delivered Digital Master Files, are documented in the Certificate of Authenticity issued for the respective Artwork Instance.

Delivery is made electronically through a secure download method designated by EVOLAS. No physical print is included in the acquisition unless expressly agreed otherwise in writing.

## 3.3 Contract Formation and Acquisition Process

EVOLAS offers Artwork Instances through an individual acquisition process based on direct communication with prospective Buyers. The EVOLAS website serves as a presentation and information platform and does not provide an automated checkout or ordering process.

An acquisition contract is concluded through the Buyer's timely and unconditional acceptance of an individual, binding Acquisition Offer issued by EVOLAS. The Buyer expresses such acceptance by submitting a Binding Order in accordance with this Section.

Following conclusion of the acquisition contract, payment and fulfilment are carried out in accordance with the agreed acquisition terms and these Terms & Conditions.

EVOLAS may support different payment and NFT transfer arrangements, including transactions facilitated through supported third-party NFT marketplaces. Unless expressly agreed otherwise, the scope of the acquired Artwork Instance and its associated rights and deliverables remains independent of the selected transaction arrangement.

### 3.3.1 Acquisition Request

A prospective Buyer may submit an Acquisition Request for an available Artwork Instance through the EVOLAS website or by another communication method accepted by EVOLAS.

An Acquisition Request constitutes an expression of interest only. It does not constitute a binding offer or acceptance, does not create a reservation, and does not guarantee the availability or acquisition of any Artwork Instance.

Following receipt of an Acquisition Request, EVOLAS may contact the prospective Buyer to clarify the requested Artwork Instance, its availability, the Buyer's relevant details, applicable tax treatment, and any other matters necessary to prepare an individual Acquisition Offer.

Information concerning availability displayed on the EVOLAS website reflects the status known to EVOLAS at the time of publication or update and does not constitute a guarantee of real-time availability.

### 3.3.2 Acquisition Offer

Following an Acquisition Request and any necessary clarification with the prospective Buyer, EVOLAS may issue an individual, legally binding Acquisition Offer for a specific Artwork Instance.

The Acquisition Offer identifies the Artwork Instance offered for acquisition, including its applicable edition number, and specifies the Net Retail Price, the applicable taxes and any additional charges, the resulting Total Acquisition Price, the payment terms, the selected transaction and NFT custody or transfer arrangements, and the validity period of the offer.

The Acquisition Offer incorporates the applicable EVOLAS Terms & Conditions and, where required by law, the relevant consumer information and withdrawal instructions.

Unless expressly stated otherwise in the Acquisition Offer, the offer remains valid for seven (7) calendar days from the date of issuance.

During the validity period, EVOLAS reserves the specified Artwork Instance exclusively for the prospective Buyer and will not knowingly offer or sell it to another party.

If the Acquisition Offer is not accepted within its validity period, it expires automatically without creating any contractual obligation for the prospective Buyer. EVOLAS may subsequently make the Artwork Instance available for acquisition again.

### 3.3.3 Binding Order and Contract Formation

The prospective Buyer may accept an Acquisition Offer by submitting a Binding Order to EVOLAS within the validity period specified in the Acquisition Offer.

The Binding Order must expressly reference the respective Acquisition Offer and confirm the Buyer's unconditional acceptance of the Artwork Instance, the Total Acquisition Price, and the applicable EVOLAS Terms & Conditions.

A Binding Order may be submitted by email or through another communication method expressly accepted by EVOLAS. No separate order form or additional confirmation by EVOLAS is required for contract formation.

The acquisition contract is concluded when EVOLAS receives the Buyer's timely and unconditional Binding Order.

Any purported acceptance that modifies or supplements the terms of the Acquisition Offer does not constitute acceptance of that offer and shall be treated as a new offer by the prospective Buyer, which EVOLAS may accept or reject.

Following conclusion of the acquisition contract, EVOLAS will issue an invoice stating the agreed Total Acquisition Price and the applicable payment instructions. Payment and subsequent fulfilment are governed by the provisions of these Terms & Conditions.

### **3.3.4 Payment and Fulfilment**

Following conclusion of the acquisition contract, the Buyer shall pay the agreed Total Acquisition Price in accordance with the payment terms and instructions specified in the Acquisition Offer and the corresponding invoice.

Unless expressly agreed otherwise, payment shall be made in euros (EUR) by bank transfer to the account designated by EVOLAS.

EVOLAS is not obliged to transfer the acquired Artwork Instance, its associated NFT, or the applicable rights and deliverables before receipt of full payment.

Upon receipt of full payment, EVOLAS will initiate fulfilment of the acquisition. This includes minting or assigning the corresponding NFT, arranging its custody or transfer in accordance with Section 3.6, and providing the Digital Master Files, Certificate of Authenticity, and other applicable documentation and access materials.

Where the Buyer and EVOLAS agree to use a supported third-party NFT marketplace or another blockchain-based transaction mechanism, the applicable payment, transaction, and NFT transfer arrangements shall be specified in the individual Acquisition Offer. Such arrangements do not alter the contract formation process established under Section 3.3.3.

Any blockchain network fees, marketplace fees, currency conversion costs, or other transaction expenses shall be allocated in accordance with the Acquisition Offer and Section 4.5.

### **3.3.5 Acquisition Confirmation**

Following receipt of full payment, EVOLAS will provide the Buyer with an Acquisition Confirmation by email.

The Acquisition Confirmation documents the completed acquisition and identifies the acquired Artwork Instance, the Buyer, the acquisition date, the agreed Total Acquisition Price, and the applicable NFT custody or transfer arrangements.

The Acquisition Confirmation serves as a documentary record of the completed acquisition and does not constitute a separate contractual acceptance or an additional requirement for contract formation.

EVOLAS will provide the Digital Master Files, Certificate of Authenticity, and the applicable documentation and access materials in accordance with these Terms & Conditions.

### **3.4 GLOBE-associated Rights and Custody of the Physical GLOBE**

Acquisition of an Artwork Instance of a Primary Motif includes the GLOBE-associated Rights applicable to the physical GLOBE from which the respective Primary Motif originates, as defined in Section 2.4.

The physical GLOBE remains identifiable through its unique EVOLAS GLOBE ID and is maintained as part of the documented physical origin and provenance of the Artwork Instances derived from it.

#### **3.4.1 Limited Editions**

Where the Primary Motif associated with a GLOBE is issued as a Limited Edition with an edition size greater than one, the physical GLOBE remains in the archival custody of EVOLAS.

EVOLAS will preserve and securely store the GLOBE as the documented physical origin of the Artwork Instances derived from it.

No individual Buyer holding GLOBE-associated Rights to such a GLOBE may demand physical delivery, possession, partition, disposal, destruction, or transfer of the GLOBE.

The archival custody of the GLOBE by EVOLAS serves to preserve its physical integrity, provenance, and availability as the common physical origin associated with all relevant Artwork Instances.

#### **3.4.2 Unique Artworks**

Where the Primary Motif associated with a GLOBE is issued as a Unique with an edition size of one, the Buyer of the Unique holds the exclusive GLOBE-associated Rights to the respective GLOBE.

Unless the Buyer requests physical delivery, the GLOBE will remain in archival custody with EVOLAS under the same standards of preservation and documentation applied to other GLOBEs.

The Buyer may request physical delivery of the GLOBE at any time. Any costs and risks associated with packaging, transportation, insurance, customs, duties, taxes, or other requirements arising from such delivery are borne by the Buyer unless expressly agreed otherwise in writing.

Upon physical delivery of the GLOBE, EVOLAS can no longer provide services requiring continued physical access to the GLOBE, including the microscopic exploration and artistic development of previously unidentified Motifs beyond those already presented within the corresponding Preview Gallery. This does not affect the Buyer's acquisition rights relating to Additional Motifs already presented within that Preview Gallery.

### 3.4.3 Continuity of Archival Custody

If EVOLAS permanently ceases its artistic and commercial activities or is otherwise no longer able to provide archival custody of a GLOBE associated with a Limited Edition, reasonable efforts will be made to preserve the GLOBE and its documented provenance through an appropriate successor custodian or other suitable archival arrangement.

Any such arrangement shall, to the extent reasonably practicable, preserve the equal-ranking GLOBE-associated Rights of the relevant Artwork owners and shall not create an individual right to physical possession of the GLOBE.

## 3.5 Additional Motifs and Preview Gallery

For selected GLOBEs, EVOLAS may identify and artistically develop Additional Motifs beyond the Primary Motif. Additional Motifs selected by EVOLAS for acquisition are presented within the Preview Gallery associated with the respective GLOBE.

Buyers of an Artwork Instance of the Primary Motif receive the exclusive right to acquire one Artwork Instance of each Additional Motif presented within the corresponding Preview Gallery. This exclusive acquisition right is limited to Buyers of the Primary Motif and is not available to third parties.

Each Additional Motif is issued with the same edition size as the associated Primary Motif. Accordingly, each Buyer of an Artwork Instance of the Primary Motif may acquire no more than one Artwork Instance of each Additional Motif. The acquisition of an Artwork Instance of an Additional Motif by one Buyer does not affect the corresponding acquisition rights of the other Buyers of the Primary Motif.

The acquisition of an Additional Motif constitutes a separate acquisition and is subject to the applicable pricing structure and the acquisition process set out in Section 3.3. The Net Retail Price of each Additional Motif is determined by EVOLAS. The applicable Total Acquisition Price shall be specified in the individual Acquisition Offer in accordance with Section 4.1.

Upon successful acquisition, the respective Artwork Instance of the Additional Motif is fully realized and delivered in accordance with the same technical, documentary, authentication, certification, and blockchain-based provenance standards applicable to Artwork Instances of the associated Primary Motif under these Terms & Conditions. This includes the applicable Digital Master Files, individual instance identification, SHA-256 authentication, Certificate of Authenticity, Artwork Statement, Creation Dossier, and associated NFT.

In connection with the acquisition of an Additional Motif, the Buyer may contribute a personal interpretation and assign an individual title to the respective Artwork Instance. Where the Buyer provides such an interpretation, EVOLAS will prepare an individual Artwork Statement reflecting the interpretation contributed by the Buyer. The Buyer-assigned title and the corresponding Artwork Statement form part of the instance-specific artwork documentation. The Buyer-assigned title is incorporated into the metadata of the Digital Master Files before their final SHA-256 hash values are

generated and therefore forms part of the cryptographically identifiable, instance-specific Digital Master Files.

Different Artwork Instances of the same Additional Motif may carry different individual titles, interpretations, and Artwork Statements contributed by their respective Buyers. Such individualization does not affect the identity of the underlying Additional Motif, its edition size, or the equal artistic status of the Artwork Instances within the edition. The underlying Additional Motif remains uniquely identifiable through its applicable EVOLAS reference identifiers.

The exclusive acquisition right does not constitute an obligation to purchase. Buyers have no right to require EVOLAS to identify, develop, publish, or offer further Motifs from a GLOBE beyond those presented within the corresponding Preview Gallery.

Buyers holding the applicable GLOBE-associated Rights may request EVOLAS to explore and artistically develop further Motifs from the corresponding GLOBE beyond those presented in the Preview Gallery. Any such further exploration and artistic development is subject to individual feasibility assessment, scope, pricing, and separate agreement with EVOLAS.

### 3.6 NFT Custody and Transfer

Following a direct acquisition from EVOLAS, the NFT associated with the acquired Artwork Instance may, at the Buyer's choice, either be held by EVOLAS in custody on behalf of the Buyer or be transferred to a compatible blockchain wallet designated by the Buyer.

If the Buyer does not request transfer to a personal wallet, EVOLAS will hold and administer the NFT in custody on behalf of the Buyer. Such custody does not affect the Buyer's ownership of the acquired Artwork Instance or the rights associated with it.

The Buyer may request transfer of an NFT held in EVOLAS custody to a compatible blockchain wallet designated by the Buyer at any time. The Buyer is responsible for providing a correct and compatible wallet address and for maintaining the security and accessibility of the designated wallet.

The Buyer bears any blockchain network fees directly incurred in connection with the transfer of an NFT from EVOLAS custody to a wallet designated by the Buyer.

Once the NFT has been transferred to a wallet designated by the Buyer, the Buyer assumes responsibility for the custody and security of the NFT, including the protection of private keys, access credentials, and recovery information. EVOLAS is not responsible for loss of access, unauthorized transactions, transfer to an incorrect address provided by the Buyer, or other events outside the control of EVOLAS following such transfer.

For acquisitions completed through a supported third-party NFT marketplace, the NFT is transferred in accordance with the technical mechanisms and conditions of the respective marketplace and blockchain.

### 3.7 Digital Processing and Presentation

The Artist may perform technical optimization, visual articulation, enhancement workflows, color and tonal adjustments, or presentation-related refinements in the creation and preparation of Motifs and their associated Digital Master Files at their artistic discretion.

Unless explicitly agreed otherwise in writing, Buyers have no entitlement to specific image treatments, alternative visual versions, additional resolutions, presentation variants, customized processing, or Digital Master Files beyond the standard delivery defined in Section 3.2.

### 3.8 Physical Prints

The acquisition of an Artwork Instance does not include a physical print of the artwork unless expressly agreed otherwise in writing.

The delivered Digital Master Files are suitable and optimized for professional fine art printing. Buyers may independently produce physical fine art prints of the acquired Artwork Instance for personal use or for non-commercial artistic display in private, professional, or corporate environments, subject to the provisions of Section 5.4.

EVOLAS may, at its discretion, provide optional guidance or recommendations regarding printing processes, dimensions, materials, presentation formats, or third-party production providers.

If EVOLAS arranges or coordinates the production of a physical fine art print on behalf of the Buyer, the specifications, costs, shipping arrangements, and other applicable conditions will be agreed separately before production is commissioned.

Any physical fine art print produced from an acquired Artwork Instance does not constitute an additional Artwork Instance and does not affect the edition size, edition number, associated NFT, or GLOBE-associated Rights of the acquired Artwork Instance.

Unless EVOLAS expressly assumes responsibility for specific services in writing, EVOLAS is not responsible or liable for third-party print production, print quality, material selection, third-party services, or resulting physical outcomes.

### 3.9 Availability of Artwork Instances

Only Artwork Instances that are available at the time of EVOLAS's individual availability verification may be offered for acquisition.

Availability information displayed on the EVOLAS website is provided for orientation and may not reflect Acquisition Requests, outstanding Acquisition Offers, completed acquisitions, or other status changes that have occurred since the information was last updated.

The submission of an Acquisition Request does not remove an Artwork Instance from availability and does not establish any priority, reservation, or entitlement to acquire the requested Artwork Instance.

If multiple Acquisition Requests are received for the same Artwork Instance or for a limited number of remaining Artwork Instances, EVOLAS may determine which prospective Buyer or Buyers will receive an Acquisition Offer.

Upon issuance of a binding Acquisition Offer, EVOLAS reserves the specifically identified Artwork Instance exclusively for the prospective Buyer for the validity period stated in the offer. During this period, the Artwork Instance will not be offered for acquisition by another party.

If the Acquisition Offer expires without acceptance, the Artwork Instance may be returned to available status. If the Acquisition Offer is accepted through a timely and unconditional Binding Order, the acquisition contract is concluded in accordance with Section 3.3.3, and the Artwork Instance is no longer available for acquisition by another Buyer.

The foregoing availability and allocation provisions do not limit the exclusive acquisition rights relating to Additional Motifs granted to Buyers of Artwork Instances of a Primary Motif under Section 3.5. EVOLAS will not allocate an Artwork Instance of an Additional Motif in a manner that would impair the respective Buyer's acquisition right.

## 4. Prices and Payment

### 4.1 Net Retail Price and Total Acquisition Price

EVOLAS determines and publishes an official Net Retail Price for each Artwork Instance in euros (EUR).

The Net Retail Price represents the standard commercial reference price of the Artwork Instance, excluding value-added tax (VAT), comparable sales taxes, and any additional transaction-related charges.

Unless expressly stated otherwise, the Net Retail Price includes the Artwork Instance and the associated rights, Digital Master Files, NFT, documentation, and other deliverables specified in these Terms & Conditions.

The Total Acquisition Price is the complete amount payable by the Buyer to EVOLAS for a specific acquisition, including all applicable taxes and additional charges collected by EVOLAS. It is determined individually by EVOLAS based on the applicable Net Retail Price, the Buyer's location and tax status, the applicable tax requirements, and any additional charges associated with the agreed acquisition arrangements.

The individual Acquisition Offer specifies the Net Retail Price, the applicable taxes and additional charges, and the resulting Total Acquisition Price.

The Total Acquisition Price stated in the Acquisition Offer becomes contractually binding upon the Buyer's timely and unconditional acceptance of that offer in accordance with Section 3.3.3.

### 4.2 Direct Payment to EVOLAS

For direct acquisitions from EVOLAS, payment shall be made in euros (EUR) in accordance with the payment instructions specified in the Acquisition Offer and the corresponding invoice.

Unless expressly agreed otherwise in the Acquisition Offer, the Buyer shall pay the full Total Acquisition Price within fourteen (14) calendar days following conclusion of the acquisition contract.

Any bank charges or other payment costs imposed by the Buyer's payment service provider shall be borne by the Buyer.

If the Buyer fails to make payment within the agreed payment period, EVOLAS may exercise its statutory rights and remedies, including withdrawal from the acquisition contract where the applicable legal requirements are met.

### 4.3 Acquisition through an NFT Marketplace

Where EVOLAS and the Buyer agree to execute an acquisition through a supported third-party NFT marketplace, the acquisition contract shall be concluded in accordance with Section 3.3.3, independently of the subsequent marketplace transaction.

The Net Retail Price and the Total Acquisition Price shall be determined in euros (EUR) in accordance with Section 4.1. Where payment through the NFT marketplace requires cryptocurrency, the corresponding cryptocurrency transaction amount shall be calculated as close as reasonably practicable to the execution of the marketplace transaction, using a current EUR/cryptocurrency reference rate selected by EVOLAS.

EVOLAS will normally arrange a private marketplace listing reserved for the Buyer's designated blockchain wallet, specifying a fixed cryptocurrency amount and a validity period of twenty-four (24) hours. The applicable cryptocurrency amount, exchange rate reference, and validity period shall be communicated to the Buyer before execution of the transaction.

If the marketplace transaction is not completed within the specified validity period, EVOLAS may arrange a new listing and recalculate the cryptocurrency amount using an updated reference rate. The contractually agreed Total Acquisition Price in euros (EUR) remains unchanged.

Unless expressly agreed otherwise in the Acquisition Offer, the Buyer shall complete payment within fourteen (14) calendar days following conclusion of the acquisition contract.

Upon successful completion of the marketplace transaction and receipt of the agreed payment, the NFT shall be transferred to the Buyer's designated blockchain wallet in accordance with the technical mechanisms of the respective marketplace. EVOLAS will subsequently provide the Digital Master Files, Certificate of Authenticity, and other applicable documentation.

If a private marketplace listing or the intended transaction mechanism is unavailable for technical or operational reasons, EVOLAS and the Buyer may agree on an alternative payment and NFT transfer arrangement without changing the underlying acquisition contract or its agreed Total Acquisition Price.

Blockchain network fees, marketplace fees, currency conversion costs, and other transaction-related expenses shall be allocated in accordance with the individual Acquisition Offer and Section 4.5.

If the Buyer fails to complete payment within the agreed payment period, EVOLAS may exercise its statutory rights and remedies, including withdrawal from the acquisition contract where the applicable legal requirements are met.

#### 4.4 Changes to Net Retail Prices

EVOLAS reserves the right to modify the Net Retail Prices of Artwork Instances at its discretion.

Any modification of a Net Retail Price shall apply only to future Acquisition Offers and shall not affect the price specified in an Acquisition Offer that has already been issued and remains valid.

Once an acquisition contract has been concluded in accordance with Section 3.3.3, the agreed Total Acquisition Price shall remain binding on both EVOLAS and the Buyer, irrespective of any subsequent changes to the Net Retail Price.

Price changes do not affect any acquisition rights relating to Additional Motifs granted under Section 3.5. The price applicable to the acquisition of an Additional Motif shall be determined by the individual Acquisition Offer issued for that Artwork Instance.

#### 4.5 Taxes, Duties and Transaction Costs

The Net Retail Price of an Artwork Instance excludes value-added tax (VAT), comparable sales taxes, and any additional transaction-related charges.

Applicable taxes shall be determined in accordance with the relevant tax laws and regulations, taking into account the Buyer's location, tax status, and the nature of the acquisition.

EVOLAS will specify the applicable taxes and any additional charges payable to EVOLAS in the individual Acquisition Offer. These amounts shall be included in the Total Acquisition Price stated in that offer.

Any customs duties, import taxes, or other charges imposed by authorities outside the jurisdiction of EVOLAS, where applicable, shall be borne by the Buyer unless expressly agreed otherwise.

Blockchain network fees, NFT marketplace fees, wallet transaction fees, currency conversion costs, and other expenses charged by third-party service providers shall be borne by the party specified in the individual Acquisition Offer.

Where third-party transaction costs cannot reasonably be determined in advance, EVOLAS will inform the Buyer of their nature and, where reasonably possible, provide an estimate or the basis on which they are calculated.

EVOLAS shall not be responsible for taxes, duties, or charges arising from the Buyer's subsequent resale, transfer, or other disposition of an Artwork Instance or its associated NFT.

## 5. Ownership and Rights

### 5.1 Ownership of the Artwork Instance

Conclusion of an acquisition contract in accordance with Section 3.3.3 establishes the contractual rights and obligations of EVOLAS and the Buyer but does not, by itself, transfer ownership of the acquired Artwork Instance or the rights associated with it.

Ownership of the Artwork Instance and the associated contractual rights shall transfer to the Buyer upon receipt of the full Total Acquisition Price by EVOLAS and completion of the applicable transfer arrangements in accordance with these Terms & Conditions.

Where an acquisition is executed through a supported NFT marketplace, payment and NFT transfer may occur simultaneously as part of the applicable blockchain transaction. In such cases, ownership of the Artwork Instance and the associated contractual rights shall transfer upon successful completion of that transaction, provided that the agreed payment has been made.

The acquired Artwork Instance is associated with the specific edition number identified in the Certificate of Authenticity, the corresponding Digital Master Files, and the associated NFT and blockchain-based provenance record. Where the acquired Artwork Instance is an Artwork Instance of a Primary Motif, it is additionally associated with the applicable GLOBE-associated Rights under Section 2.4.

Ownership of the Artwork Instance does not include copyright or other intellectual property rights in the underlying Motif, except for the limited usage rights expressly granted under these Terms & Conditions.

The Artwork Instance and its associated NFT form a coherent provenance and ownership structure. Where the Artwork Instance is an Artwork Instance of a Primary Motif, the corresponding GLOBE-associated Rights form part of that structure in accordance with Section 2.4.

The NFT may not be independently assigned or transferred separately from the associated Artwork Instance, except where technically necessary for custody, administration, or transfer procedures provided for under these Terms & Conditions. GLOBE-associated Rights may not be independently assigned or transferred separately from the corresponding Primary Artwork Instance.

The Digital Master Files, Certificate of Authenticity, and other applicable documentation shall be provided following receipt of full payment in accordance with Sections 3.3.4 and 3.3.5.

### 5.2 Certificate of Authenticity

Following receipt of full payment, EVOLAS will issue a digital Certificate of Authenticity for the acquired Artwork Instance and provide it to the Buyer by email.

The Certificate of Authenticity documents the essential identifying, ownership, technical, and provenance-related characteristics of the acquired Artwork Instance. These may include the Artwork and GLOBE identification references, edition number, Buyer, acquisition date, acquisition route, NFT and blockchain references, NFT custody or wallet transfer status, the technical characteristics of the

delivered Digital Master Files, and, where applicable, the individual title assigned by the Buyer to an Artwork Instance of an Additional Motif and the attribution of that title to the Buyer.

The Certificate of Authenticity also records the SHA-256 hash values of the delivered Digital Master Files, enabling cryptographic verification of their integrity and identity.

The Certificate of Authenticity forms part of the documentation associated with the Artwork Instance but does not replace or independently constitute ownership of the Artwork Instance, the associated NFT, or the applicable GLOBE-associated Rights.

### 5.3 Copyright

All copyrights and intellectual property rights in the Motif remain exclusively with the Artist unless expressly transferred in writing.

Acquisition and ownership of an Artwork Instance do not transfer copyright or other intellectual property rights in the underlying Motif to the Buyer.

The Buyer receives only the usage rights expressly granted under these Terms & Conditions.

### 5.4 Permitted Use

The Buyer is granted a non-exclusive right, inseparably linked to ownership of the Artwork Instance, to use the Artwork Instance and its Digital Master Files for personal display purposes and for non-commercial artistic display in private, professional, or corporate environments.

This includes the right to:

- display the Artwork Instance on personal devices, screens, and digital displays;
- create or commission physical fine art prints of the Artwork Instance for personal use or for non-commercial artistic display in private, professional, or corporate environments;
- provide the Digital Master Files to a professional printing or production service solely for the purpose of producing such authorized physical prints; and
- display authorized physical prints in private, professional, or corporate environments, provided that such display does not itself constitute commercial reproduction, licensing, merchandising, advertising, or other commercial exploitation of the Motif.

Any third-party service provider receiving Digital Master Files from the Buyer may use those files solely for the commissioned production purpose and may not retain, reproduce, distribute, publish, or otherwise use them beyond what is technically necessary to fulfill the Buyer's authorized order.

All usage rights granted under this Section are subject to the restrictions set out in Section 5.5.

### 5.5 Prohibited Commercial Use

Except where expressly authorized by a separate written license agreement with the Artist or EVOLAS, the Buyer may not use the Motif, the Artwork Instance, or the Digital Master Files for commercial exploitation beyond the display rights expressly granted under Section 5.4.

Prohibited uses include, without limitation:

- reproduction, distribution, publication, or sale of the Motif or Digital Master Files;
- use of the Motif on or in connection with merchandise, apparel, consumer products, product packaging, promotional materials, or other commercially distributed goods;
- use of the Motif in advertising, marketing campaigns, branding, corporate identity, sponsorship, or other promotional communications;
- licensing, sublicensing, or otherwise making the Motif or Digital Master Files available to third parties for commercial use;
- creation or commercial distribution of derivative works based substantially on the Motif;
- use of the Motif or Digital Master Files for artificial intelligence training, machine-learning datasets, generative-model training, or comparable automated image-processing purposes; and
- minting, tokenizing, or otherwise creating additional NFTs or comparable blockchain-based representations of the Motif or Artwork Instance.

Commercial usage rights may be granted separately by the Artist or EVOLAS under an individual written license agreement. Any such license is independent of the acquisition of an Artwork Instance and is subject to separately agreed scope, duration, territory, media, compensation, and other applicable conditions.

Nothing in this Section restricts the permitted display of an acquired Artwork Instance or authorized physical prints in professional or corporate environments in accordance with Section 5.4.

## 5.6 Resale and Royalties

The Buyer may resell or otherwise transfer an acquired Artwork Instance, subject to the provisions of these Terms & Conditions.

Any resale or transfer of an Artwork Instance must include the associated NFT so that the Artwork Instance and its associated blockchain-based provenance remain connected. The Buyer must not knowingly sell, assign, or otherwise transfer the associated NFT independently from the Artwork Instance.

Where the transferred Artwork Instance is an Artwork Instance of a Primary Motif, the corresponding GLOBE-associated Rights must also be transferred together with the Artwork Instance. The Buyer must not sell, assign, pledge, or otherwise transfer such GLOBE-associated Rights independently from the corresponding Primary Artwork Instance.

Upon a valid transfer of an Artwork Instance, the usage rights granted under Section 5.4 pass to the new owner. Where the transferred Artwork Instance is an Artwork Instance of a Primary Motif, the exclusive acquisition rights relating to Additional Motifs under Section 3.5 also pass to the new owner. The previous owner's corresponding rights terminate upon completion of the transfer.

The transfer of an Artwork Instance of an Additional Motif does not independently confer any GLOBE-associated Rights, acquisition rights relating to Additional Motifs, or access to the associated Preview Gallery. Any acquisition right relating to an Additional Motif that has already been exercised

in connection with the respective Primary Artwork Instance does not arise again upon its subsequent transfer.

The transferring owner shall ensure that the new owner is informed of these Terms & Conditions and the rights, restrictions, and obligations associated with the Artwork Instance.

Upon a resale of an Artwork Instance, the Artist is entitled to a contractual royalty of five percent (5%) of the resale price, unless otherwise expressly agreed in writing.

Where the resale is conducted through a marketplace or other transaction mechanism that automatically collects and distributes the applicable EVOLAS creator royalty, such automated payment satisfies the corresponding contractual royalty obligation to the extent of the amount actually received by the Artist.

Where no such automated royalty mechanism applies, the seller remains responsible for payment of the contractual royalty to the Artist and shall provide EVOLAS with the information reasonably necessary to document the transfer, update the provenance record, and identify the new owner of the Artwork Instance.

Any mandatory statutory resale right or other legally required remuneration applicable to a resale remains unaffected.

## 5.7 Protection of Publicly Accessible Content

All publicly accessible EVOLAS content — including preview images, image excerpts, Motifs, texts, logos, layouts, Artwork Statements, Preview Galleries, and other visual or textual materials — is protected by copyright and related intellectual property rights.

Unless explicitly authorized in writing by the Artist or EVOLAS, the following actions are prohibited:

- downloading, copying, reproducing, or redistributing publicly accessible content beyond normal technical processes inherent in website viewing;
- editing, modifying, upscaling, transforming, or creating derivative works;
- use for AI training, dataset generation, automated image-generation systems, or comparable machine-learning purposes;
- commercial, promotional, or institutional exploitation of publicly accessible content;
- unauthorized minting, tokenization, or creation of blockchain-based representations of publicly accessible EVOLAS content; or
- any other unauthorized use beyond normal website viewing and private informational access.

Violations may be pursued under applicable civil and intellectual property law.

## 5.8 Digital Integrity and Authenticity Mechanisms

EVOLAS employs cryptographic, documentary, and blockchain-based mechanisms to support the integrity, authenticity, and provenance of each Artwork Instance and its associated Digital Master Files.

Each delivered Digital Master File associated with an Artwork Instance is individually identifiable through a dedicated SHA-256 hash value documented by EVOLAS in the corresponding Certificate of Authenticity. The documented hash value provides a cryptographic fingerprint of the original Digital Master File issued by EVOLAS and enables verification that a file presented as an EVOLAS original is identical to the file originally issued and documented by EVOLAS for the respective Artwork Instance.

A match between the SHA-256 hash value independently calculated from a Digital Master File and the corresponding hash value documented in the Certificate of Authenticity confirms the cryptographic identity of that file with the original Digital Master File certified by EVOLAS for the respective Artwork Instance.

Each acquired Artwork Instance is also associated with an individually identifiable NFT recorded on the applicable blockchain. The NFT provides a blockchain-based reference supporting the identification, assignment, transaction history, and provenance of the associated Artwork Instance.

The Certificate of Authenticity, the SHA-256 hash values of the Digital Master Files, and the associated NFT and blockchain record together form a complementary authenticity and provenance system linking the Artwork Instance to the original Digital Master Files issued by EVOLAS and to its documented ownership and transaction history.

None of these mechanisms independently transfers copyright or grants usage rights beyond those expressly provided under these Terms & Conditions.

## 6. Withdrawal and Cancellation

### 6.1 Withdrawal

Consumers may have a statutory right of withdrawal in accordance with applicable consumer protection law. EVOLAS will provide any legally required information concerning the existence, conditions, period, and exercise of such withdrawal right before conclusion of the relevant acquisition contract.

The statutory withdrawal period and the contractual payment period are independent of each other. Payment of the Total Acquisition Price does not, by itself, terminate or waive any applicable statutory right of withdrawal.

Where an acquisition includes digital content that is to be provided before expiry of an applicable statutory withdrawal period, EVOLAS may request the Buyer's express consent to the commencement of performance before expiry of that period and the Buyer's acknowledgment that the statutory right of withdrawal will expire upon commencement of performance, provided that the applicable legal requirements are fulfilled.

EVOLAS will provide any legally required confirmation of such consent and acknowledgment to the Buyer in accordance with applicable law.

Where the statutory requirements for early expiry of the right of withdrawal are not fulfilled, the Buyer's statutory withdrawal rights remain unaffected.

Nothing in these Terms & Conditions limits or excludes any mandatory statutory withdrawal right that cannot legally be waived or terminated.

## 6.2 Voluntary Cancellation

Following conclusion of an acquisition contract, the Buyer has no additional contractual right to cancel the acquisition beyond any mandatory statutory withdrawal, cancellation, or other consumer rights applicable under law.

EVOLAS may, at its discretion and without establishing any obligation or precedent for future cases, agree to a voluntary cancellation or reversal of an acquisition upon the Buyer's request.

Where an acquisition has already been fulfilled, any voluntary reversal shall be subject to individually agreed conditions. These may include the return or transfer of the associated NFT to a wallet designated by EVOLAS, the termination of the Buyer's contractual usage rights, the deletion of delivered Digital Master Files and other reproductions, and appropriate updates to the applicable ownership and provenance records.

Any refund and its amount, timing, and method shall be agreed individually between EVOLAS and the Buyer.

Nothing in this Section limits or affects any mandatory statutory rights of the Buyer.

## 6.3 Buyers Using EVOLAS NFT Custody

Where the NFT associated with an acquired Artwork Instance is held in custody by EVOLAS on behalf of the Buyer, such custodial management does not by itself affect, limit, or terminate any mandatory statutory withdrawal or cancellation rights of the Buyer.

The commencement of NFT custody by EVOLAS does not constitute a waiver of statutory rights unless and to the extent that such consequence is expressly provided for under applicable law and all applicable legal requirements have been fulfilled.

In the event of a valid statutory withdrawal or an individually agreed voluntary cancellation or reversal pursuant to Section 6.2, EVOLAS may take the measures reasonably necessary with respect to an NFT held in its custody to implement the withdrawal, cancellation, or reversal and to maintain the consistency of the associated provenance records.

Where the NFT has already been transferred from EVOLAS custody to a wallet designated by the Buyer, the Buyer shall reasonably cooperate in any valid withdrawal or agreed reversal, including, where necessary, the return or transfer of the associated NFT in accordance with instructions provided by EVOLAS.

## 7. Liability

### 7.1 Full Liability (Intent or Gross Negligence)

The Artist is liable without limitation for damages caused intentionally or through gross negligence.

The foregoing does not affect liability for injury to life, body, or health resulting from an intentional or negligent breach of duty, or any other liability that cannot be excluded or limited under applicable law.

## 7.2 Limited Liability for Simple Negligence

In cases of simple negligence, the Artist is liable only for breaches of essential contractual obligations and only for damages that are typical and reasonably foreseeable under the circumstances.

## 7.3 Exclusions of Liability

Subject to Sections 7.1 and 7.2, the Artist assumes no liability for damages arising from circumstances outside the Artist's reasonable control, including:

- malfunctions, outages, delays, transaction failures, or technical issues relating to blockchain networks, NFT marketplaces, wallet providers, payment service providers, cloud storage providers, or other independent third-party infrastructures or services;
- loss, theft, misuse, improper storage, or compromise of the Buyer's wallet credentials, private keys, access devices, or authentication mechanisms, where these are under the Buyer's control;
- incorrect or incompatible wallet addresses or other transaction information provided by the Buyer;
- external technical disruptions outside the Artist's reasonable control, including internet, server, blockchain, or infrastructure failures; or
- any use of an Artwork Instance, Motif, Digital Master File, NFT, or associated material beyond the uses permitted under these Terms & Conditions.

These exclusions do not apply to the extent that the relevant damage was caused by a breach of duty for which the Artist is liable under Sections 7.1 or 7.2 or under mandatory applicable law.

## 8. Governing Law and Jurisdiction

These Terms & Conditions and all contractual relationships between the Artist and the Buyer are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Where the Buyer is a consumer, this choice of law does not deprive the Buyer of the protection afforded by mandatory provisions of the law that would apply in the absence of this choice of law.

To the extent legally permissible, the exclusive place of jurisdiction for disputes arising from or in connection with these Terms & Conditions or the acquisition of an Artwork Instance shall be Stuttgart, Germany.

Mandatory statutory provisions concerning jurisdiction, particularly those applicable to consumers, remain unaffected.

## 9. Final Provisions

### 9.1 Severability

If any provision of these Terms & Conditions is found to be invalid, unenforceable, or ineffective, the remaining provisions shall remain fully valid and effective.

### 9.2 Individual Agreements

Individual agreements, amendments, or supplementary arrangements between EVOLAS and the Buyer may be made in text form, including by email, unless a stricter form is required by applicable law.

Mandatory statutory requirements concerning the form or validity of agreements remain unaffected.

### 9.3 Right to Update the Terms

EVOLAS reserves the right to update or modify these Terms & Conditions for future acquisitions. Updated versions will be published on the EVOLAS website together with the corresponding revision date.

The version of these Terms & Conditions applicable to an acquisition contract is the version incorporated into the respective Acquisition Offer and accepted by the Buyer through the Binding Order in accordance with Section 3.3.3. Subsequent amendments do not retroactively alter the contractual rights and obligations arising from an already concluded acquisition contract unless expressly agreed between EVOLAS and the Buyer or required by applicable law.

Technical production methods, microscopic imaging workflows, digital processing techniques, blockchain infrastructures, NFT custody mechanisms, and file delivery systems used by EVOLAS may evolve over time in accordance with technological progress, operational requirements, and artistic development.

Such developments or refinements do not affect the ownership, authenticity, provenance, edition status, or scope of rights relating to previously acquired Artwork Instances, NFTs, Digital Master Files, or associated materials, unless an adjustment is technically necessary to preserve or improve the respective functionality or provenance infrastructure without materially reducing the Buyer's contractual rights.