

To our patrons, an important note for you to read:

Artists, innovators and creators celebrate the inherent benefits of the blockchain. These creators can observe the reach of their work and benefit financially from their much-needed creative contributions to society. Everyone else benefits because we now know the authentic source of original ideas and everyone can build on ideas with trust.

It's going to be amazing.

The artists and journalists of the AP175 collection, hope their work brings you great knowledge and inspiration. Here's what they ask from their NFT patrons. If you have any questions anytime, just let us know: NFT@ap.org.

- So long as you own its token, you can display the AP ARTiFACT.
- You can sell the token but only via a platform where your transaction can be registered onchain so its much-valued authenticity remains intact. Remember the creator will receive 10% of those future transactions – so they can keep creating.
- You can't use the art to sell or promote anything other than the token or art itself. If you like the artist's voice and want to work with them on a custom project, just reach out to them and ask. It's that easy. Artists are all around you.
- The content creator will always have ownership in the art. The thing you connect with in the art is the artist's creativity, ie their blood, sweat, tears and skills. It's pretty hard to physiologically or legally give *that* to you.
- You can't deconstruct the art to separate any of the elements of the work.
- It's OK to charge folks to experience the artist's work. That's what museums do. We really hope you do so in a way that gives everyone this opportunity, regardless of their wallet size or coin type. But once revenue exceeds the then crypto equivalent of \$100k USD, then you need to hold-up so we talk about making money from the art besides the outright sale of its token. So, keep us posted. Email us at NFT@ap.org.
- We hate hate, prejudice, oppression and injustice. If somehow, you allowed or didn't stop the art from being used in any such weaponized way, we'd be really angry. So angry that we've retained for ourselves and you agree we have the right to reclaim the token and keep all of your crypto. We agree art can be provocative and we all don't see the world the same way, so if you have ANY doubts or questions about this, email us right away NFT@ap.org.

That's it. If you have intentions for the art that are not specifically mentioned above, let us know and we'll try to figure out how to do that – but no promises! Again, we're at NFT@ap.org.

And keep in mind, we came up with these rules because we want you and others to enjoy the art and to ensure its value continues to grow. On behalf of the AP175 artists and journalists, thank-you!

And now, a translation of the above from our lawyers...

1. Definitions.

“Art” means any art, design, and drawings, whether in still image or video format, that may be associated with an NFT that you Own.

“Creator” means The Associated Press, a New York not-for-profit corporation.

“Extensions” means third party designs that: (i) are intended for use as extensions or overlays to the Art, (ii) do not modify the underlying Art, and (iii) can be removed at any time without affecting the underlying Art.

“NFT” means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard.

“Other Third-Party Rights” means rights to image, likeness, persona, personality and publicity and rights to use the names, trademarks, logos, registered or unregistered copyrighted designs or works of authorship.

“Own” means, with respect to an NFT, an NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

“Purchased NFT” means an NFT that you Own.

“Third-Party IP” means any third-party copyrights, patent rights (including, without limitation, patent applications and disclosures), trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

2. Ownership.

You acknowledge and agree that Creator (or, as applicable, its licensors) owns all legal right, title and interest in and to the Art, and all intellectual property rights therein. The rights that you have in and to the Art are limited to those described in this License. Creator reserves all rights, title and interest in and to the Art not expressly granted to you in this License.

3. License.

a. General Use. Subject to your continued compliance with the terms of this license (the “License”), Creator grants you a limited, worldwide, royalty-free license to use, copy, and display the Art for your Purchased NFTs, along with any Extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically registers onchain such transactions; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner’s rights to display the Art for their Purchased NFTs to ensure that only the

actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application.

b. Commercial Use. Subject to your continued compliance with the terms of this License and the restrictions set for in Section 4, Creator grants you a limited, worldwide license to use, copy and display the Art for your Purchased NFTs for the purpose of commercializing the Art for your Purchased NFTs ("Commercial Use"), provided that such Commercial Use does not result in you earning more than One Hundred Thousand Dollars (\$100,000) in gross revenue each year. For the sake of clarity, nothing in this Section 3.b will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of NFTs generally, provided that the third party website or application cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application; or (iii) earning revenue from any of the foregoing, even where such revenue is in excess of \$100,000 per year. Notwithstanding any of the foregoing, you acknowledge and agree that Creator does not convey or deliver any releases or grant any other third-party public performance rights in the music and/or sound recordings contained in the Art. Creator does not convey or deliver any releases or grant any Other Third-Party Rights in connection with any photos, graphics, video, interactive graphics or other still or moving images in the Art, including any right to use the Other Third-Party Rights depicted in any Art.

4. Restrictions.

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without Creator's express prior written consent in each case: (i) modify the Art for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes (your use of Extensions will not constitute a prohibited modification hereunder); (ii) use the Art for your Purchased NFTs to advertise, market, or sell any third party product or service; (iii) use the Art for your Purchased NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the Art for your Purchased NFTs in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in Section 3(b) above or solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your Purchased NFTs, except as expressly permitted in Section 3(b) above; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased NFTs; or (vii) otherwise utilize the Art for your Purchased NFTs for your or any third party's commercial benefit. **To the extent that Art associated with your Purchased NFTs contains Third-Party IP or Other Third-Party Rights (e.g., licensed intellectual property from a celebrity, athlete, or other public figure (including images or sounds of such celebrity, athlete or other public figure), you understand and agree as follows: (w) that you will not have the right to use such Third-Party IP or Other Third-Party Rights in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (x) that the Commercial Use license in Section 3(b) above will not apply; (y) that, depending on the nature of the license granted from the owner of the Third-Party IP or Other Third-Party Rights, Creator may need to pass through additional restrictions on your ability to use the Art; and**

(z) to the extent that Creator informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this license. The restriction in Section 4 will survive the expiration or termination of this License.

5. Terms of License.

The license granted in Section 3 above applies only to the extent that you continue to Own the applicable Purchased NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted in Section 3 will immediately expire with respect to those NFTs without the requirement of notice, and you will have no further rights in or to the Art for those NFTs. If you exceed the \$100,000 limitation on annual gross revenue set forth in Section 3.b above, you will be in breach of this License, and must send an email to Creator at NFT@ap.org within fifteen (15) days, with the phrase "NFT License - Commercial Use" in the subject line, requesting a discussion with Creator regarding entering into a broader license agreement or obtaining an exemption (which may be granted or withheld in Creator's sole and absolute discretion). If you exceed the scope of the license grant in Section 3.b without entering into a broader license agreement with or obtaining an exemption from Creator, you acknowledge and agree that: (i) you are in breach of this License; (ii) in addition to any remedies that may be available to Creator at law or in equity, the Creator may immediately terminate this License, without the requirement of notice; and (iii) you will be responsible to reimburse Creator for any costs and expenses incurred by Creator during the course of enforcing the terms of this License against you.