NFT Purchase & Manufacturing License Agreement

This NFT Purchase & Manufacturing License Agreement (this "Agreement") is entered into by and between Idea Trunk ("Idea Trunk," "we," "our," or "us") and any individual or entity that purchases, mints, acquires, holds, or otherwise exercises rights in a non-fungible token issued by Idea Trunk that references a Manufacturing License (each, a "Licensee," "you," or "your"). This Agreement governs the non-fungible tokens ("NFTs"), the associated Manufacturing Licenses ("MLs"), and the Manufacturing Guides ("MGs") to which such MLs provide gated access.

BY MINTING, PURCHASING, TRANSFERRING, OR HOLDING AN NFT, OR BY ACCESSING ANY ASSOCIATED MG, YOU AGREE TO THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT MINT, PURCHASE, TRANSFER, OR USE THE NFT OR ANY MG.

NOTICE REGARDING ARBITRATION AND CLASS ACTION WAIVER: BY ACCEPTING THIS AGREEMENT, YOU AGREE (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND IDEA TRUNK THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. REVIEW CAREFULLY SECTION 14 BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 10 WILL NOT APPLY TO YOU, BUT THE PROVISIONS OF SECTION 14 AND RELEVANT PROVISIONS OF APPLICABLE LAW WILL STILL APPLY. YOU ALSO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Definitions

1.1 "Blockchain" means the distributed ledger network on which the NFT is minted and recorded, currently [POLYGON (ETHEREUM L2)] (subject to Section 15.10 on forks/hosting changes).

1.2 "Change Log" means a concise, dated record of all modifications made to an MG in connection with any Derivative Work, including (i) a narrative summary of changes and their purpose; (ii) references to sections/files affected; (iii) quantitative indicators where feasible (e.g., word counts, line counts, CAD files replaced, percent of steps revised); and (iv) before/after file hashes where feasible.

1.3 “Confidential Information” means non-public MG content and any Idea Trunk documentation, keys, links, credentials, or technical details provided for access or manufacture.

1.4 “Current Owner” means the public blockchain address recorded on-chain as holding the NFT at a given time.

1.5 “Derivative Work” means any modification, adaptation, alteration, improvement, translation, port, or other change to an MG, in whole or in part, regardless of format or media.

1.6 “Gated Access” means access to MG content via a token-gated mechanism that responds to the Current Owner wallet holding the NFT.

1.7 “MG” / “Manufacturing Guide” means documentation, files, data, designs, schematics, diagrams, CAD, BOMs, standards, tolerances, settings, recipes, bill of processes, testing protocols, risk notices, and related materials describing how to manufacture, assemble, test, label, or package a product.

1.8 “ML” / “Manufacturing License” means the limited, non-exclusive license in Section 4 that is inseparable from the NFT and governs permitted uses of the MG, including manufacturing rights.

1.9 “Reserved Naming Conventions” means the version identifiers exclusively reserved to Idea Trunk, including all “vA” designations (e.g., vA1.0, vA2.0, vA2.1), together with related series nomenclature described in Section 6.

1.10 “Third-Party Materials” means content subject to third-party licenses (including open-source or standards licenses) referenced by or embedded within an MG.

1.11 “Units Authorized” means the number of product units Licensee may manufacture under One License = One Product principles. For each ML, Units Authorized = [ONE (1)] unless otherwise specified in NFT metadata or in the applicable ML tier ([Concept / Prototype / Production?]).

1.12 Interpretation. “Including” means “including without limitation.” Headings are for convenience only. No presumption is made against the drafter. References to laws include updates/replacements.

2. Scope; Incorporation; Order of Precedence

2.1 Scope. This Agreement governs the NFT, ML, and MG; it does not govern your separate supply chains or products (except as expressly provided for markings/attribution, reporting, and royalties).

2.2 Plain-Language Summaries. Any summary we provide is for convenience only and does not modify this Agreement.

3. Mints; Resales; Finality; Anti-Circumvention; Taxes

3.1 Mint & Primary Sales. NFTs may be free-to-mint or sold for [ETH] (and, if later enabled, [USDC/OTHER STABLECOINS] or [FIAT VIA PROCESSOR]). We may limit transaction sizes, whitelists, or phases to promote fair distribution.

3.2 Secondary Sales & Mandatory Royalty. All secondary transfers (marketplace, OTC, escrow, smart-contract transfers) are subject to a smart-contract-enforced resale royalty of twenty percent (20%) payable to Idea Trunk and/or designated beneficiaries. Any mechanism, wrapper, fork, or off-chain construct designed or reasonably expected to avoid or disable the royalty is prohibited and constitutes a material breach.

3.3 Finality; No Refunds. Blockchain transactions are public, irreversible, and final. No refunds or chargebacks to the maximum extent permitted by law. If the NFT is offered at no cost (other than network or gas fees), such fees are paid to the Blockchain network and not to Idea Trunk, and therefore Idea Trunk is not responsible for refunding such amounts. Any resale of NFTs occurs solely between private parties on secondary marketplaces. Idea Trunk is not a party to those transactions and has no obligation to refund, rescind, or reverse royalties, commissions, or resale payments. Notwithstanding the foregoing, if you are a consumer resident in a jurisdiction that mandates refund, withdrawal, or cancellation rights for digital content, those statutory rights will apply only to the extent that such rights cannot lawfully be waived, and will not extend to any gas fees, blockchain transaction fees, or royalties not received by Idea Trunk.

3.4 Taxes & Reporting. You are solely responsible for all taxes, duties, and reporting arising from acquisition, holding, resale of NFTs, and from products manufactured or sold under an ML.

3.5 Marketplace Terms. NFTs may be offered, listed, or transferred through one or more third-party marketplaces (e.g., OpenSea, Rarible, Magic Eden, or other platforms, each a “Marketplace”). You acknowledge and agree that: (a) your access to and use of any Marketplace is subject to that Marketplace’s own terms, policies, and smart-contract logic, and you are solely responsible for complying with them; (b) such Marketplace terms govern only your relationship with the Marketplace operator and do not modify,

supersede, or expand any rights or obligations as between you and Idea Trunk under this Agreement; (c) to the extent any Marketplace terms conflict with this Agreement, this Agreement controls as between you and Idea Trunk; (d) Idea Trunk is not responsible for any acts, omissions, outages, or failures of any Marketplace, including enforcement (or lack thereof) of royalties or listing conditions; and (e) Idea Trunk may, in its sole discretion, designate or withdraw approval for specific Marketplaces, or require that future transactions occur only on Marketplaces that recognize the royalty structure established in this Agreement or in the applicable smart contract..

3.6 No Investment; No Profit Expectation. NFTs/MLs/MGs are not securities, investment contracts, or financial instruments. Do not market, purchase, or rely on them as such.

4. License Grant; One License = One Product; Access; De-Coupling

4.1 License Grant (While Current Owner). While you are the Current Owner, Idea Trunk grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable (except with the NFT), worldwide license to: (a) access and store the MG privately and print one physical reference copy; (b) manufacture up to the Units Authorized (default [ONE (1)] per ML unless otherwise specified in on-chain metadata); (c) create Derivative Works under Section 7; (d) delegate discrete manufacturing steps to third-party vendors solely as reasonably necessary to produce Units Authorized, provided that (i) vendors receive no copies of MGs except the minimal excerpts strictly necessary to perform their task; (ii) vendors are bound by written confidentiality obligations at least as protective as Section 5; (iii) all excerpts are returned or permanently deleted upon completion; and (iv) you remain responsible for vendor compliance; and (e) resell/transfer the NFT as provided herein.

4.2 Gated Access; Hosting. MGs are hosted on [IPFS/Arweave/other] (or successor storage per Section 15.10) and gated by the Current Owner wallet. Availability, permanence, and retrieval are not guaranteed; maintenance and emergency changes may occur.

4.3 One License = One Product. Unless otherwise specified in on-chain metadata, Units Authorized = [ONE (1)]. Each additional unit requires an additional ML/NFT. You may not “batch” or “kit” multiple items as a single unit unless the MG defines the output as a kit/bundle.

4.4 Recordkeeping; Marking; Serialization. You shall (i) keep contemporaneous internal records sufficient to demonstrate the number of units manufactured, the dates of manufacture, and serial identifiers; (ii) mark each unit (or its packaging if marking the unit is impracticable) with the required serial/identifier format in Section 6.4; and (iii) maintain a Change Log for any Derivative Work per Section 7.4.

4.5 Transfer; Termination; Copy Destruction. Upon any transfer of the NFT: (i) your ML automatically terminates; (ii) you must immediately cease MG use; (iii) you must destroy/delete all MG copies and manufacturing files (except one archival copy retained solely for legal/tax compliance); and (iv) any physical MG must be transferred to the transferee or irreversibly rendered unusable.

4.6 No Sublicensing; No Public Distribution. You may not grant sublicenses, nor publish/distribute/post/seed/share MGs (in whole or substantial part) publicly, except to vendors strictly under 4.1(d).

4.7 Decoupling Prohibited; Fractionalization. You shall not decouple the ML from the NFT, nor purport to assign ML rights separate from the NFT. Fractional interests in an NFT convey no ML rights except to the Current Owner wallet; arrangements among fractional holders are at their sole risk and do not bind Idea Trunk.

5. Confidentiality; Data Security; Export/Sanctions; Prohibited Uses

5.1 Confidentiality. MGs and related access materials are Confidential Information. You shall exercise at least the same degree of care used for your own confidential materials (and no less than reasonable care) to prevent unauthorized access or disclosure.

5.2 Data Security. You shall implement commercially reasonable administrative, technical, and physical safeguards to protect MGs, including, at a minimum: (i) restricted access on a need-to-know basis; (ii) secure storage (encrypted where feasible); (iii) no plaintext posting or unsecured cloud shares; and (iv) prompt revocation of access upon transfer/termination.

5.3 Prohibited Uses. You shall not use MGs in connection with unlawful, unsafe, or high-risk activities, including: weapons, illicit drugs, human trafficking, child exploitation, biological/chemical/radiological hazards, or any activity that would reasonably be expected to cause serious harm. If you elect to apply any MG in a regulated or safety-critical industry (including, by way of example, medical, pharmaceutical, aerospace, automotive, food-handling, or other life-safety contexts), you are solely responsible for ensuring full compliance with all applicable laws, regulations, and standards governing such use, including but not limited to design validation, testing, certification, labeling, and quality-assurance obligations. You acknowledge and agree that: (a) Idea Trunk does not design or warrant any MG for use in life-critical, safety-critical, or regulated environments; (b) Idea Trunk disclaims any responsibility for compliance with laws, safety standards, or performance specifications in any jurisdiction; and (c) your use of MGs in such applications is entirely at your own risk, and you shall indemnify and hold harmless Idea Trunk from any resulting claims, damages, or liabilities.

6. Metadata, Naming & Attribution

6.1 Namespace; Reserved Naming. OML naming follows the structured format:

OML Project – [Unique Project Name] – [License Type] – [Version].

License Type abbreviations: C (Concept), P (Prototype), PR (Production). Version uses [Origin Group][Major].[Minor] (e.g., vA1.0, vA2.1). All "vA" designations are contractually reserved to Idea Trunk; community releases must use vB, vC, vD, etc. Unauthorized use of "vA" is a material breach.

6.2 Visibility & Enforcement. Each MG/NFT should include: Project Name; License Type (C/P/PR); Version (e.g., vA1.0); Serial Number; Description; Contributors; Manufacturing Data (materials/specs); Testing Status; License Details (royalties, Units Authorized); and a link or hash to the MG root. The Reserved Naming Conventions appear in collection descriptions, website T&Cs, and metadata. Unauthorized use of "vA" is a material breach and may result in takedowns, access revocation, delisting requests, and injunctive relief. This is a contractual restriction; it does not assert trademark rights in "vA" as a version code (without prejudice to future brand marks such as "OML A-Series").

6.3 Attribution. Where feasible, Derivative Works must display a credit substantially as follows: "Based on original work licensed by Idea Trunk under the Open Manufacturing Licensing framework." This attribution requirement applies to all derivative NFTs, listings, and metadata. You may not suggest endorsement, partnership, or sponsorship by Idea Trunk nor use Idea Trunk's trademarks without prior written consent.

7. Derivative Works; Classification; Royalties; Disputes

7.1 Policy. This Agreement is intended to promote genuine innovation and collaboration while preventing "repost" or "clone" behavior that exploits the work of others without meaningful contribution. Licensee may create, display, and release modifications or adaptations of any Manufacturing Guide, Manufacturing License, NFT artwork, meta data, or associated materials (collectively, "Licensed Content") only as expressly permitted under this Section 7. Any use outside these terms is prohibited and will be treated as a material breach of this Agreement.

7.2 Definitions of Derivative Categories.

(a) Genuine Derivative ("Major Derivative") means any modification or adaptation of Licensed Content that meaningfully transforms the original work, including but not limited to:

- Addition, deletion, or alteration of at least 20% of the words, procedural steps, or files in the Manufacturing Guide;
- Addition or replacement of at least two (2) core CAD or design files;
- Modification of at least 25% of metadata fields or parameters; or
- Creation of new NFT artwork or metadata that substantially alters the original concept, message, or design.

(b) Minimal Change Derivative ("Repost Derivative") means any derivative or adaptation that does not meet the thresholds in subsection (a), including cosmetic, trivial, or reformatting changes, or reposts of Licensed Content with minor edits, rebranding, or reminting.

(c) For the avoidance of doubt, Derivative Work under this Agreement includes all modifications to any of the following:

- The MG (textual, diagrammatic, or data content);
- The ML terms embedded in metadata or smart contracts;
- The NFT image, video, or artwork; and
- Any associated metadata, titles, descriptions, or version identifiers.

7.3 Rights and Obligations.

(a) Major Derivatives.
You may create and release Major Derivatives independently, provided that: (i) you include proper attribution to Idea Trunk as set forth in Section 6.3; (ii) you maintain a Change Log under Section 7.4; and (iii) you are encouraged, but not legally required, to remit a one percent (1%) community "thank-you" royalty on all revenues derived from the Major Derivative, consistent with Open Manufacturing Licensing (OML) practice.

(b) Minimal Change Derivatives.
Minimal Change Derivatives may only be created or distributed if you pay a mandatory five percent (5%) royalty on all revenues, receipts, or other value received from such derivative. This royalty shall be automatically executed through smart contract logic where technically supported. If automation is not available, you shall self-report and remit such royalties to Idea Trunk within thirty (30) days of receipt.

(c) Flat Royalty Option.
Idea Trunk may, in its discretion, replace the classification thresholds above with a flat royalty on all derivatives (currently set at five percent (5%)), by notice published through its website or official collection channels. Such change will apply prospectively to derivatives minted or released after the effective date of the notice.

7.4 Self-Certification; Change Log; Attestations. You must act in good faith when classifying any derivative. For each public derivative release, you shall: (i) maintain a dated Change Log summarizing all modifications, affected sections, and the percentage of content altered, with file hashes where feasible; (ii) include in the metadata a self-classification (Major or Minimal Change) and a link or hash to the Change Log; and (iii) upon written request, provide the Change Log to Idea Trunk for verification. Deliberate misclassification, concealment, or falsification of derivative data constitutes a material breach of this Agreement.

7.5 Payment Mechanics. Licensee shall pay mandatory royalties within thirty (30) days of receiving consideration to Idea Trunk's designated royalty wallet, referencing the Derivative's serial/version and including transaction hashes.

The current designated royalty wallet address is:
0x0b1c83a6dcb17ed81524a4635070d28c33fc4123

Idea Trunk may update this address by public notice through its official website, verified social accounts, or on-chain message. Any payment made to a prior address after such notice shall not be deemed received. Late amounts accrue interest at one percent (1%) per month or the maximum lawful rate, whichever is less.

7.6 No Publication of MGs. No derivative authorization extends to publication or distribution of the original MG, ML, or metadata in unmodified form. You may publish only your derivative materials and may include excerpts from the original solely as necessary to contextualize your modifications.

7.7 Open-Source/Third-Party Intersections. If your derivative incorporates open-source or third-party materials, you must ensure all license compatibility and compliance. You shall not apply or distribute any open-source license that would require publication, royalty waiver, or disclosure of any proprietary MG or ML under this Agreement.

7.8 Dispute Resolution Regarding Derivative Classification. If Idea Trunk reasonably disputes your classification of a derivative, you agree to cooperate in good faith to resolve the issue. Idea Trunk may request the underlying Change Log and supporting materials, and may engage a neutral technical reviewer to assess the extent of modifications. The reviewer's determination will be nonbinding but admissible in any arbitration under Section 14.

8. Payments; Marketplaces; Anti-Circumvention; Withholdings

8.1 Resale Royalty (20%). All secondary transfers trigger a 20% royalty enforceable on-chain where supported.

8.2 Anti-Circumvention. Prohibited conduct includes: (i) off-chain transfers combined with reminting; (ii) using wrappers, new collections, or forks designed to disable royalties; (iii) splitting transactions to mischaracterize consideration; (iv) private-ledger/escrow arrangements intended to avoid on-chain royalty logic; and (v) sham or affiliate sales to evade royalties. Any scheme reasonably expected to frustrate royalty obligations is a material breach.

8.3 Marketplace Cooperation. You consent to Idea Trunk providing notices to marketplaces and payment processors to suspend listings/payouts or delist items in case of material breach or unpaid mandatory royalties.

8.4 Setoff/Withholding. Where supported, Idea Trunk may instruct platforms to withhold amounts reasonably believed owed under this Agreement, pending resolution.

9. Representations, Warranties & Covenants.

You represent, warrant, and covenant that: (a) you have full power/authority to enter and perform; (b) you will comply with all applicable laws (safety, labeling, consumer protection, IP, export controls/OFAC, environmental rules) in manufacture, marketing, and sale; (c) you will not rely on MGs as legal, engineering, or compliance advice; (d) you are not a Restricted Party and are not located in a sanctioned jurisdiction; (e) you will implement data security measures specified herein and any collection-specific access instructions we provide; (f) your Change Logs, attestations, and reporting are true, correct, and complete in all material respects; and (g) you will not misrepresent affiliation with Idea Trunk or misuse Reserved Naming.

10. Third-Party Materials; OSS; IP Claims; Takedowns

10.1 Third-Party Materials. MGs may reference/include Third-Party Materials governed by their own licenses; you must comply with those terms. Idea Trunk makes no representation regarding third-party permissions.

10.2 Freedom-to-Operate. Idea Trunk does not warrant that manufacture based on MGs is free from third-party IP claims (e.g., patent rights). You are solely responsible for FTO analysis and permissions in relevant jurisdictions.

10.3 Claims; Takedowns; Replacements. If Idea Trunk receives a credible claim regarding MG content, Idea Trunk may suspend, throttle, or replace access to disputed elements while evaluating the claim, without liability to you.

10.4 DMCA-Style Process. Idea Trunk may implement a notice/counter-notice protocol; you agree to cooperate and provide prompt responses and supporting materials.

11. Disclaimers; Risk Allocation; No Duty to Support

11.1 No Legal/Engineering/Safety Advice. MGs are informational and may be conceptual, incomplete, untested, or not suitable for your purpose.

11.2 As-Is/As-Available. NFTs, MLs, and MGs are provided "AS IS" and "AS AVAILABLE," without warranties (express, implied, statutory), including merchantability, fitness, non-infringement, quiet enjoyment, accuracy, or error-free availability.

11.3 Manufacturing Risk. You assume all risks of design choices, production methods, materials, tolerances, testing, quality control, safety, environmental, labeling, certification, and compliance.

11.4 Blockchain/Market Risk. You assume risks related to wallets, private keys, gas, mempool issues, forks, bugs, exploits, smart-contract failure, market volatility, stablecoin de-pegs, and platform failures.

11.5 No Obligation to Update or Support. Idea Trunk has no duty to support, update, or maintain MGs, NFTs, or hosting.

12. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH ANY IDEA TRUNK NFT, MG, OR ML, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT IDEA TRUNK OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL ANY INDEMNIFIED PARTY'S CUMULATIVE LIABILITY HEREUNDER FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED $100 OR FEES PAID BY YOU TO IDEA TRUNK, WHICHEVER IS GREATER. BY PURCHASING, THE OWNER ACKNOWLEDGES THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN IDEA TRUNK AND YOU.

13. Breach; Termination; Remedies; Survival

13.1 Material Breach. Material breaches include: (a) unauthorized distribution/publication of MGs; (b) misuse of Reserved Naming ("vA"); (c) non-payment or circumvention of royalties; (d) manufacture beyond Units Authorized; (e) unsafe or unlawful use; (f) false reporting/refusal of reasonable verification; (g) export/sanctions violations.

13.2 Automatic Termination. Upon material breach, or upon transfer under Section 4.5, your ML terminates automatically without notice.

13.3 Remedies. In addition to termination, Idea Trunk may seek injunctive relief, specific performance, damages, platform delisting, suspension of Gated Access, and any other equitable/legal remedies.

13.4 Cure; Notice. Idea Trunk may (but is not required to) provide written notice and a 10-day cure period for curable breaches (distribution of MGs, royalty underpayment), excluding breaches involving export/sanctions or public posting of MGs (which may be enforced immediately).

13.5 Survival. Sections 1–3, 4.4–4.7, 5–8, 9–15 and all Schedules (as applicable) survive termination.

14. Governing Law; Arbitration; Injunctive Relief; Class Action Waiver

14.1 Governing Law. This Agreement and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of New Mexico, without regard to its conflict of laws provisions. The exclusive jurisdiction for all Disputes (defined above) will be the state and federal courts located in the State of New Mexico and you and Idea Trunk each waive any objection to jurisdiction and venue in such courts

14.2 Arbitration. ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NFTS, THE MANUFACTURING GUIDES (MGS), THE MANUFACTURING LICENSES (MLS), OR ANY ASSOCIATED TRANSACTIONS, COMMUNICATIONS, OR CONDUCT (COLLECTIVELY, "DISPUTE"), SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE AAA COMMERCIAL ARBITRATION RULES AND, WHERE APPLICABLE, THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES (COLLECTIVELY, THE "AAA RULES"), EXCEPT AS MODIFIED BY THIS SECTION 14. THE ARBITRATION SHALL TAKE PLACE IN BERNALILLO COUNTY, NEW MEXICO, UNLESS THE PARTIES MUTUALLY AGREE TO A VIRTUAL OR REMOTE HEARING FORMAT. THE ARBITRATION SHALL BE CONDUCTED

IN ENGLISH BEFORE A SINGLE NEUTRAL ARBITRATOR APPOINTED UNDER THE AAA RULES. THIS AGREEMENT TO ARBITRATE APPLIES TO ALL DISPUTES OF ANY KIND, INCLUDING THOSE BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND APPLIES TO ALL CLAIMS AGAINST OR INVOLVING IDEA TRUNK, ITS AFFILIATES, LICENSORS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR SERVICE PROVIDERS. BEFORE COMMENCING ARBITRATION, A PARTY MUST FIRST SEND A WRITTEN NOTICE OF DISPUTE TO THE OTHER PARTY DESCRIBING THE NATURE AND BASIS OF THE CLAIM AND THE RELIEF SOUGHT. NOTICES TO IDEA TRUNK SHALL BE SENT BY EMAIL TO NOTICES@IDEATRUNK.GLOBAL WITH A COPY MAILED TO: IDEA TRUNK LEGAL DEPARTMENT, C/O ARBITRATION NOTICE, Idea Trunk, LLC, 1209 MOUNTAIN ROAD PL NE #6112, ALBUQUERQUE, NM 87110. THE PARTIES SHALL MAKE GOOD-FAITH EFFORTS TO RESOLVE THE DISPUTE INFORMALLY WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE. IF NO RESOLUTION IS REACHED, EITHER PARTY MAY COMMENCE ARBITRATION BY FILING A DEMAND FOR ARBITRATION WITH THE AAA.THE COSTS OF ARBITRATION, INCLUDING THE ARBITRATOR'S FEES AND AAA ADMINISTRATIVE FEES, SHALL INITIALLY BE BORNE AS REQUIRED BY THE AAA RULES. EACH PARTY SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS, EXCEPT THAT THE ARBITRATOR MAY AWARD FEES AND COSTS TO THE PREVAILING PARTY IF AUTHORIZED BY APPLICABLE LAW OR CONTRACT. IF THE ARBITRATOR DETERMINES THAT A CLAIM OR DEFENSE WAS FRIVOLOUS OR BROUGHT IN BAD FAITH, THE ARBITRATOR MAY AWARD REASONABLE ATTORNEYS' FEES, COSTS, AND EXPENSES TO THE OPPOSING PARTY.

14.3 Injunctive Relief. Idea Trunk may seek temporary, preliminary, or permanent injunctive relief in court for breaches involving MG confidentiality, Reserved Naming, IP rights, or royalty circumvention.

14.4 Class Action/Jury Waiver. YOU AND IDEA TRUNK AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY AGREEING TO ARBITRATION, YOU AND IDEA TRUNK EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY.

15. Miscellaneous

15.1 Assignment. You may not assign, delegate, or transfer the ML (other than by transferring the NFT) without our prior written consent; any prohibited transfer is void. Idea Trunk may assign to a successor or affiliate.

15.2 Independent Contractors; No Endorsement. No partnership, joint venture, or agency is created; no endorsement is implied by this Agreement.

15.3 Minors. You represent you are 18+ (or the age of majority in your jurisdiction); if not, you may not use the NFTs/MLs/MGs.

15.4 Notices. Idea Trunk may provide any notice, update, or other communication to Licensee by any of the following: (i) email to the address associated with the Licensee's purchase, wallet, or account; (ii) posting on ideatrunk.global/notices; and/or (iii) on-chain message or transaction memo sent to the Current Owner wallet address. Such notices are deemed effective when sent or posted. Licensee agrees to maintain current and accurate contact information, including email and wallet address, and acknowledges that electronic notices fully satisfy any legal notice requirement to the maximum extent permitted by law. Any notice, demand, or other communication from Licensee to Idea Trunk required or permitted under this Agreement must be sent per the notice requirements laid out in Section 14.2. Such notices are deemed received only upon actual delivery and written acknowledgment by Idea Trunk. Email or other electronic delivery alone does not constitute valid notice for purposes of arbitration or legal proceedings.

15.5 Entire Agreement; Updates. This Agreement (including Schedules) is the entire agreement and supersedes prior discussions. We may update this Agreement by posting a revised version with a "Last Updated" date; continued holding or use after the effective date constitutes acceptance. (Add opt-out window? Yes/No).

15.6 Severability; Waiver. If any provision is invalid, the remainder remains effective. Failure to enforce is not a waiver.

15.7 Publicity. You may not make public statements suggesting partnership or endorsement by Idea Trunk without prior written consent.

15.8 Force Majeure. Neither party is liable for delays/failures due to causes beyond reasonable control (including outages, exploits, regulatory changes, or platform failures).

15.9 Counterparts; E-Sign. This Agreement may be executed or accepted electronically; counterparts together form one instrument.

15.10 Forks; Successor Chains; Hosting Changes. Idea Trunk may designate the canonical chain and successor hosting for the collection. Only NFTs on the designated canonical chain remain entitled to ML benefits; duplicates on non-designated forks are void ab initio.

Scan the QR code or use the address below

to remit mandatory or voluntary royalties under the License Agreement, or to voluntarily support further development of this idea. Voluntary contributions are optional, non-refundable, and do not confer any rights, ownership, governance, or claims against Idea Trunk.

OMLv1.0C Wallet Address:

`0x0b1c83a6dcb17ed81524a4635070d28c33fc4123`

(This wallet is the official destination for OML vA1.0C royalties and voluntary contributions.)