

# Conditions of Sale for Online-Only NFT Auction “CryptOGs: The Pioneers of NFT Art”

The following Conditions of Sale for the online-only NFT auction entitled “CryptOGs: The Pioneers of NFT Art” (the “Sale”), as may be amended by any saleroom notices posted on our website prior to or during the Sale, constitute the entire terms and conditions on which NFT lots listed in the online catalogue on our website (the “e-Catalogue”) for the Sale shall be offered for sale or sold by Bonhams and each seller of an NFT lot for whom Bonhams acts as agent.

As auctioneer, Bonhams acts for and in the interests of the seller for whom it acts as agent, unless the e-Catalogue indicates otherwise. By participating in the Sale as a registrant, bidder or buyer, you agree to be bound by these Conditions of Sale.

As used herein, “Bonhams,” “we,” “us” and “our” refer to Bonhams & Butterfields Auctioneers Corp., and “you,” “your,” “bidder” and “buyer” refer to the bidder on or buyer of a lot (as the context requires).

As set forth in these Conditions of Sale, each lot in the Sale is comprised of a non-fungible token established on a blockchain (an “NFT”) associated with a digital asset as it exists at the time the sale is made. The digital asset to which each NFT relates (the “Artwork”) is not the subject of this Sale or being sold hereunder. Bonhams is only offering for sale ownership rights in the NFT and not any ownership in the related Artwork. Hereinafter, the terms “NFT,” “lot” and “NFT lot” shall be used interchangeably.

## 1. PURCHASE PRICE

a. As used herein, the term “Hammer Price” means the highest, final bid made for a lot that is accepted and acknowledged by the Bonhams online bidding system at the point at which the period for bidding on the lot ends (the “Lot Closing”).

b. The term “Purchase Price” means the aggregate of (i) the Hammer Price, (ii) a premium retained by us and payable by the buyer (the “Buyer’s Premium”) EQUAL TO 27.5% OF THE FIRST \$12,500 OF THE HAMMER PRICE, PLUS 25% OF THE AMOUNT OF THE HAMMER PRICE ABOVE \$12,500 UP TO AND INCLUDING \$600,000, PLUS 20% OF THE AMOUNT OF THE HAMMER PRICE ABOVE \$600,000 UP TO AND INCLUDING \$6,000,000, PLUS 14.5% OF THE AMOUNT OF THE HAMMER PRICE ABOVE \$6,000,000, (iii) any transaction fees, transfer fees or network fees associated with transferring the NFT to the buyer’s digital wallet, and (iv) unless the buyer is exempt by law from the payment thereof, any applicable sales tax.

## 2. BIDDER REGISTRATION

a. In order to bid in the Sale, you must be at least 18 years of age. If you have not previously bid or consigned with Bonhams, you must create a Bonhams online account and register to bid online. It is your responsibility to confirm that your online bidding account is active prior to the start of the Sale.

b. You must provide us with sufficient time to complete our pre-registration verifications and in any event you must be registered at least one working day prior to the start of the Sale or you may not be able to bid online in the Sale.

c. In addition, prior to bidding, you must have a digital wallet capable of supporting and accepting the NFT and meets the requirements more fully set forth in paragraphs 3, 4 and 9 below.

d. To register to bid in the Sale, individuals will be required to provide government-issued proof of identity and proof of address. Entity bidders will be required to provide documentation including confirmation of entity registration showing the registered name, confirmation of registered address, documentary proof of officers and beneficial owners, proof of authority to transact on behalf of the entity and government-issued proof of identity for the individual

who is transacting on the entity’s behalf.

e. We may also request a financial reference and /or deposit from bidders before approving the bidder registration. In the event a deposit is submitted and you are not the successful bidder, your deposit will be returned to you. If you are the successful bidder, any such deposit will be credited to offset the appropriate portion of the Purchase Price.

f. We reserve the right to request further information, including regarding the source of funds, in order to complete bidder identification and registration procedures (including completing any anti-money laundering and/or anti-terrorism financing checks we may require) to our satisfaction. If our bidder identification and registration procedures are not satisfied, we may, in our sole discretion, decline to register any bidder or reject any bid or cancel any sale to such bidder.

h. Bonhams reserves the right to refuse or revoke permission to bid or to suspend or deactivate a bidder’s online account or online bidding through such account at any time prior to, during or following the Sale and for any reason.

i. Every bidder shall be deemed to act as a principal unless prior to the commencement of the Sale there is a written acceptance by Bonhams of a bidder registration form or other writing completed and signed by the principal which clearly states that the authorized bidding agent is acting on behalf of the named principal. Absent such written acceptance by Bonhams, any person placing a bid as agent on behalf of another (whether or not such person has disclosed that fact or the identity of the principal) may be held by Bonhams jointly and severally liable with the principal under any contract resulting from the acceptance of a bid. Every bidder shall be responsible for any use of its assigned bidding account, regardless of the circumstances.

## 3. BUYER’S REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

a. You have provided us with true and correct copies of valid identification and proof of residence and, if applicable, financial and/or corporate documents;

b. Neither you, your principal (if applicable, and subject to Bonhams’ prior written acceptance pursuant to paragraph 2 above), nor any individual or entity with controlling, beneficial or ownership interest in the purchase transaction are:

(i) the subject of any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United States (including the US Department of State or Department of Treasury), the United Nations Security Council, the European Union or any EU member state, the United Kingdom, or other relevant sanctions authority in any jurisdiction to which you are subject (“Sanctions”), or

(ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation the Crimean region of the Ukraine, Cuba, Iran, North Korea, Sudan and Syria (each country or territory so subject, a “Sanctioned Jurisdiction”);

c. You, and if applicable, your principal (if applicable, and subject to Bonhams’ prior written acceptance pursuant to paragraph 2 above), or any individual or entity with controlling, beneficial or ownership interest in the purchase transaction, are in compliance with all applicable laws, regulations, and Sanctions, state and federal, criminal and civil, in any jurisdiction in which Bonhams, our affiliates, subsidiaries or parent companies worldwide (collectively the “Bonhams Group”) are located or conducting business: (i) concerning or relating to bribery or corruption; (ii) that

limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (iii) that limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (iv) that require identification and documentation of the parties with whom a financial institution conducts business; or (v) that are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and Sanctions shall be deemed to include the USA PATRIOT Act, the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the US Department of the Treasury’s Office of Foreign Assets Control, and any successor thereto, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957;

d. If you are acting as an agent for a principal, you have conducted appropriate due diligence into such principal, and agree that Bonhams shall be entitled to rely upon such due diligence, you will retain adequate records evidencing such due diligence for a period of five (5) years following the consummation of the sale, and will make these records available for inspection upon Bonhams’ request;

e. Neither the purchase transaction (including your bidding activity) nor the purchase funds are connected with or derive from any criminal activity, and they are not designed to nor have they or shall they violate the banking, anti-money laundering, or currency transfer laws or other regulations (including without limitation, import-export laws) of any country or jurisdiction or further any other unlawful purpose, including without limitation collusion, anti-competitive activity, tax evasion or tax fraud;

f. If you are an entity, the individual bidding on your behalf is authorized to do so, and the entity is duly incorporated or formed, validly existing and in good standing in the jurisdiction where it is incorporated or formed;

g. If you make payment in ETH, (i) you are the registered and sole owner of the digital wallet and the cryptocurrency used to make payment; (ii) the digital wallet is not directly or indirectly hosted, operated, or controlled by anyone that is the subject of Sanctions or located, resident, or organized in a Sanctioned Jurisdiction; (iii) your payment in cryptocurrency will meet your representations and warranties set forth in this paragraph 3;

h. Your purchase and receipt of the NFT, including your use of cryptocurrency if and as applicable, complies with applicable laws and regulations in your jurisdiction; and

i. You have full legal authority without any further action or other party’s consent to enter into this agreement and to perform all of your obligations hereunder.

You acknowledge and agree that we may rely upon the accuracy and completeness of the foregoing warranties.

## 4. PAYMENT

a. At the Lot Closing, the highest bid accepted for the NFT by the online bidding system will be the successful bid, and the bidder submitting such bid shall, subject to Bonhams’ discretion as auctioneer and to compliance with all of the conditions set forth in these Conditions of Sale, be recognized as the buyer of the NFT and have formed a contract with the seller of the lot to purchase and pay the Purchase Price for the NFT, and shall be obligated to pay all applicable Taxes (as defined in subparagraph 4.b below). As the buyer of the lot, you (i) if requested will sign a confirmation of purchase, (ii) will pay the Purchase Price in full or such part as we may require for all lots purchased, and (iii) acknowledge and agree that it is the buyer’s responsibility to pay any and all Taxes due on the purchase of the NFT,

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whether arising but not collected at the time of sale as part of the Purchase Price or otherwise, or applicable through retroactive and applicable legislation.

b. You acknowledge the risks associated with transacting in cryptocurrencies and purchasing, using, transferring, and owning NFTs, as applicable, including without limitation the risk of unanticipated regulatory intervention or tax treatment in relation to transacting therein, and agree that if we fail to collect from you any applicable sales tax, compensating use tax, VAT, consumption tax, goods or services tax or other indirect taxes, luxury tax, excise tax, and duties or tariffs (collectively, "Taxes") on your purchase of the NFT where and as required by applicable law, you agree to pay any such Taxes that may properly be claimed thereafter or to reimburse us immediately upon request to the extent that we have made such payment. The provisions of this paragraph shall survive the termination of this agreement.

c. Bonhams will email the buyer an invoice confirming the lot(s) purchased, the Purchase Price(s) owing therefor, and providing payment instructions.

d. Unless otherwise agreed, payment in good, cleared funds is due and payable within five (5) business days following the closing date of the Sale. Whenever the buyer pays only a part of the total Purchase Price for one or more lots purchased, we may apply such payments, in our sole discretion, to the lot or lots we choose. Payment will not be deemed made in full until we have received good, cleared funds for all amounts due. Title in any purchased NFT will not pass until full and final payment has been received by Bonhams to our satisfaction. Accounts must be settled in full before any NFT is transferred to the buyer. In the event any NFT is transferred earlier, such release will not affect the passing of title or the buyer's obligation to timely remit full payment.

e. We reserve the right to refuse to accept payment from a source other than the registered bidder or buyer of record. Purchases will be invoiced to the name and address registered to bid and cannot be transferred to other names and addresses. Once an invoice is issued, we cannot change the buyer's name on an invoice.

f. The sale will be conducted and invoiced in US dollars (USD). All payments for purchases are due in either USD or in Ether (ETH). If paying in ETH, buyers will be responsible for conducting their own USD to ETH cryptocurrency conversion while bidding, and for evaluating and correctly remitting the ETH equivalent of the USD amount invoiced.

## g. Payment in USD:

Bonhams' preferred payment method is by wire transfer. All payments must be in the form of wire transfer unless other arrangements have been approved in advance. If paying by wire transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to USD must not be less than the USD amount payable, as stated on the invoice.

## h. Payment in ETH:

Payments in ETH will be accepted only as follows:

(i) You shall transfer payment in ETH of the invoiced Purchase Price in full from your digital wallet to Bonhams' digital wallet as specified by our payment instructions, and you shall provide any and all necessary information or documentation we request in order to verify that the payment in ETH conforms with the requirements set forth below.

(ii) The amount due will be the ETH equivalent at the time payment is made of the USD amount invoiced, and in addition to the Purchase Price the buyer will be responsible for applicable network, "gas," or other fees required to successfully conduct the transaction on the blockchain.

(iii) Payment must be made from a digital wallet registered in your name (or, if you registered to bid as an entity, in the

name of that entity) and maintained with one of the following platforms: (A) Coinbase Custody Trust; (B) Coinbase, Inc.; (C) Fidelity Digital Assets Services, LLC; (D) Gemini Trust Company, LLC; or (E) Paxos Trust Company, LLC (F) Metamask (ConsenSys Software). Payments from digital wallets hosted at other exchanges or self-hosted wallets will not be recognized.

(iv) You shall remit the Purchase Price by way of a single payment from a single digital wallet. If you purchase multiple Lots, you may purchase one Lot with payment from one digital wallet and another Lot with payment from a different digital wallet but this must be accomplished through two separate transactions.

(v) Any payment in ETH must be made within five (5) business days of our delivery of the invoice to you, and payment must be made between the hours of 9:00am and 5:00pm Eastern Time, Monday through Friday (and not on a US public holiday).

If you make payment in ETH other than in accordance with the provisions as set forth in clauses (i) – (v) immediately above, we reserve the right to return those funds to you and require you to pay in USD, in which case you shall be responsible for all third party fees in connection therewith (including, without limitation, network or transfer fees, taxes, etc.).

i. Once you initiate an ETH transaction, the transaction cannot be reversed. You are responsible for verifying that you have sent the correct amount to the correct digital wallet address. We shall have no liability for any payment made by you in ETH that is not received by us for any reason, and any errors by you shall be your responsibility and shall not relieve you of your payment obligation hereunder.

j. You acknowledge the risks inherent to the use of cryptocurrency, including without limitation the risk of faulty or insufficient technology or internet connections; security risks such as malware, hacking, personal information disclosure, unauthorized access to your digital wallet, and/or theft therefrom; and volatility in exchange rates. We will have no liability for any of the foregoing.

## k. Consequences of Non-Payment

(i) If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to all other remedies available to us and the seller by law, we may at our election exercise one or more of the following courses of action: (A) store the NFT in Bonhams' or another digital wallet at the buyer's sole risk and expense; (B) hold the buyer liable for the full Purchase Price and any late charges, collection costs, attorneys' fees and costs, expenses and incidental damages incurred by us or the seller arising out of the buyer's breach; (C) cancel the sale, retaining as liquidated damages all payments made by the buyer; (D) resell the NFT, at public auction or by private sale, and in such event the buyer shall be liable for the payment of all consequential damages, including any deficiencies or monetary losses, and all costs and expenses of such sale or sales, our commissions at our standard rates, all other charges due hereunder, all late charges, collection costs, attorneys' fees and costs, expenses and incidental damages; and/or (E) release the name and address of the buyer to the seller to enable the seller to pursue the buyer to recover the amounts due as provided for hereunder.

(ii) In addition, where two or more amounts are owed in respect of different transactions by the buyer to us, to Bonhams 1793 Limited, or to any Bonhams Group party, we reserve the right to apply any monies paid in respect of a transaction to discharge any amount owed by the buyer.

(iii) If all fees, commissions, premiums, bid prices and other sums due to us from the buyer are not paid promptly as provided in these Conditions of Sale, we reserve the right to impose a finance charge equal to 1.5% per month (or, if

lower, the maximum nonusurious rate of interest permitted by applicable law), on all amounts due to us beginning on the 31st day following the sale until payment is received, in addition to other remedies available to us by law.

j. To secure the payment of any sums and performance in full of all of your liabilities and obligations to us of any kind or nature, present or future, whether now owing or hereafter arising, and whether under these Conditions of Sale or any other agreement or instrument, however acquired, you hereby grant us a first priority and continuing security interest and lien in the NFT and any and all proceeds thereof (together, the "Collateral"). You hereby agree to execute any documents we may request of you or take such other actions as we may deem necessary in respect of our security interest in the Collateral. We shall have the right to use or deal with any or all of the Collateral held by us in any way permitted by law, including by selling it in a commercially reasonable manner.

## 5. BIDDING

a. Unless otherwise posted by written saleroom notice in the e-Catalogue at the time of Sale, all bids are per lot as numbered in the e-Catalogue and no lots shall be divided or combined for sale.

b. Each NFT will be offered for sale subject to auction estimates set forth in the e-Catalogue listing for such lot. An auction estimate range is a statement of opinion as to the likely range within which the bid price will fall, based primarily on previous auction results for comparable pieces, and it should not be relied upon as a representation or prediction of actual selling prices. Estimates are subject to revision at any time prior to the start of the Sale.

c. Bidding on each lot will open at or below the low pre-sale estimate for the lot and will increase at the increments provided by the Bonhams online bidding system as bidding on the lot progresses.

d. All lots are offered subject to a reserve unless otherwise indicated in the e-Catalogue. The reserve is the confidential minimum bid price at which such lot will be sold, which reserve amount does not exceed the published low estimate value for the lot.

e. You will be able to place bids on lots during the bidding period indicated for each lot, either by placing your next bid using the increments indicated or by placing a maximum bid to indicate the most you would be prepared to bid (in each case, excluding the Buyer's Premium, transaction-related fees and applicable taxes which would be payable in addition to your bid amount). If you leave a maximum bid, the Bonhams online bidding system will automatically place incremental bids on your behalf in response to other bids, until either there are no other bids or your maximum bid has been reached. If inconsistent with the bidding increments, your maximum bid will be rounded down to the nearest amount consistent with the bidding increments being used by the online bidding system.

f. Bids may only be submitted during the period indicated for bidding on that lot, ending with the Lot Closing.

g. No bids will be accepted after the Lot Closing for the subject NFT; however, in the event a bid has been placed within 5 minutes of the predicted Lot Closing, then the period for bidding on that lot will be extended by 5 minutes.

h. The Sale is conducted, and all bids are registered by the Bonhams online bidding system, in USD. All bidding increments will be in USD only. Any currency conversion tool, if such is provided on the online bidding screen, is for your convenience only.

i. During the Sale, you can bid on a lot by clicking the "Bid" button. Each bid shall be final and binding as soon as you click the "Bid" button. You agree that each bid submitted

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is irrevocable and cannot be amended or corrected even if submitted in error and notified to us. You accept full liability for all bids submitted via your Bonhams online bidding account (including the liability to pay in full and on time pursuant to these Conditions of Sale for any lot that is the subject of a successful bid submitted from your account).

j. In the event of a tie between two or more identical bids submitted for the same lot, the earliest bid received by our online bidding system shall take precedence.

k. Unless cancelled or refused by us pursuant to these Conditions of Sale, the highest bid accepted at the time of the Lot Closing shall be the successful bid, and the bidder submitting such bid shall be recognized as the buyer of the NFT as detailed in paragraph 4 above.

l. In the event of any discrepancy or dispute about bidding or the sale of any NFT, Bonhams' sale records shall be final and binding.

m. If you are the successful bidder on one or more NFTs, we will send you an invoice by email confirming your purchase and providing you with payment instructions. We will not notify you about NFTs for which you were not the successful bidder.

## **6. DISCLAIMER OF WARRANTIES; ADDITIONAL DISCLAIMERS AND ACKNOWLEDGEMENTS APPLICABLE TO NFT LOTS**

a. Except for as provided by the Authorship Guarantee set forth in paragraph 7 below, each lot offered by Bonhams (including any NFT lot) is sold "AS IS," and neither the seller nor Bonhams makes any other warranty, express or implied, oral or written, with respect to any aspect of a lot, including without limitation the implied warranties of merchantability and fitness for a particular purpose, each of which is hereby specifically disclaimed. Any statements, whether oral or written and whether made in the e-Catalogue or in any advertisement, announcement, condition report, invoice, bill of sale or elsewhere, as to the correctness of any description or images of a lot or as to the anticipated or likely selling price, attribution, authenticity, character, composition, completeness, condition, culture, exhibition history, historical relevance, importance, literature references, media, merchantability, nature, operation, origin, performance, period, provenance, quality, rarity, security, size, and/or source of a lot ARE QUALIFIED STATEMENTS OF OPINION AND NOT REPRESENTATIONS, WARRANTIES, OR ASSUMPTIONS OF LIABILITY. Neither Bonhams nor the seller shall be responsible for any error or omission in the e-Catalogue description of any lot. Photographs, videos, illustrations, and other images are for identification purposes only, and cannot convey full information as to the nature or condition of any lot; any measurements or dimensions provided are approximate.

b. Without limiting the foregoing in any way, you acknowledge that any Artwork to which an offered NFT relates is not being offered for sale (and will not be sold) with the NFT, and that neither Bonhams nor the seller makes any representations or warranties as to the following: (i) whether any NFT is subject to copyright or whether the buyer acquires any copyrights, including but not limited to, any reproduction rights in the NFT; (ii) whether any related Artwork is subject to copyright or to the artist's moral rights or other residual rights of the artist; (iii) whether the buyer acquires any copyrights in any related Artwork except as may be expressly set forth elsewhere in these Conditions of Sale; (iv) the nature, character, contents, condition, behavior, operation, performance, security, integrity, metadata, programming, quality, technical details or terms of the NFT or any Ethereum blockchain-based contract governing the NFT (the "Smart Contract" for such NFT) or any related Artwork, including without limitation any further iterations of the same; (v) that the NFT, Smart Contract, or any related Artwork or any transfer mechanism for the NFT is free of viruses or other harmful components, or that any of the foregoing will function as the buyer expects or without fault;

(vi) the authenticity or uniqueness of the related Artwork; (vii) that an NFT or Smart Contract is reliable, compatible with any particular computer systems or platforms, error-free, compatible with your digital wallet or meeting your requirements, or that defects in the NFT or Smart Contract can or will be corrected; or (viii) the accuracy or reliability of any depiction of the intended performance of the NFT, any Smart Contract, or any related Artwork.

c. No employee or agent of Bonhams is authorized to make on our behalf or on that of the seller any representation or warranty, oral or written, with respect to any NFT, Smart Contract, or related Artwork.

d. It is your responsibility to inspect and investigate an NFT before bidding on it in order to determine and to fully satisfy yourself as to its condition and the accuracy of any information listed in the e-Catalogue or any condition report, and Bonhams accepts bids on NFTs solely on this basis.

e. Each NFT will be available for inspection by way of the Smart Contract for such NFT. You are solely responsible for reviewing and inspecting the Smart Contract prior to bidding on the NFT, and hereby acknowledge and agree that bidding in the Sale constitutes agreement to any terms and conditions set forth in the Smart Contract by the seller. You further acknowledge and agree that Bonhams' staff are not Information Technology or data experts, and that by bidding in the Sale, you accept that NFTs and Smart Contracts are subject to inherent technological risks which may affect their performance now or in the future.

f. The NFT may be subject to ongoing payments such as resale royalties and other transaction charges or fees through application of the Smart Contract on any subsequent resales of the NFT. On any such resale by you, you may be obligated to collect and remit to the appropriate party resale royalties as applicable, and may be responsible for any network fees applicable on such payments as well as any transaction duties imposed by law. Without limiting the disclaimers and acknowledgements set forth in the subparagraphs immediately above and below, it is your sole responsibility to inspect the Smart Contract in this regard.

### **g. You acknowledge that:**

- (i) Bonhams does not issue, mint or tokenize NFTs; we are solely acting as the NFT seller's agent to offer the NFT for sale.
- (ii) The buyer of any lot is purchasing the ownership rights to the NFT only, and not to the related Artwork.
- (iii) Bonhams is in no way involved with or responsible for any resales or secondary market sales by the buyer of the NFT.
- (iv) Transfer, custody or ownership of an NFT will not guarantee continuing access to the NFT or to any Artwork to which it relates; risks associated with purchasing, using, transferring, and owning NFTs, as applicable, include, without limitation, temporary inaccessibility due to network, server, or blockchain protocol change, failures, malfunctions, or disruptions; risk of losing access due to lost or forgotten private key(s) or password(s) or corrupted wallet files; mis-typed addresses or incorrectly constructed transactions; viruses, phishing, hacking, security breaches or attacks.
- (v) The characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology are uncertain and undetermined, that your purchase and receipt of the NFT complies with applicable laws and regulations in your jurisdiction, and that new regulations or policies may materially adversely affect any of such aspects of the sale, including your purchase, receipt and ownership of the NFT.

h. You further acknowledge that you have sufficient understanding of NFTs, digital wallets and other storage

mechanisms, cryptocurrencies, blockchain technology, and the use, characteristics, functionality, programming, and/or other material characteristics of all of the foregoing, to fully understand and agree to these Conditions of Sale and the disclaimers and risks outlined herein, or have consulted with professional advisors in relation to the foregoing such that any participation by you in the Sale constitutes an informed acceptance of such disclaimers and risks.

## **7. AUTHORSHIP GUARANTEE**

a. If within one (1) year from the closing date of the Sale, the original buyer (i) gives written notice to us alleging that the identification of Authorship (as defined below) of an NFT as set forth in the UPPERCASE TYPE heading of the e-Catalogue description of such NFT (as amended by any saleroom notices) is not substantially correct based on a fair reading of the e-Catalogue, and (ii) within 10 days after such notice transfers the NFT, free and clear of all claims, encumbrances and restrictions, to us in the same condition as at the time when its transfer to you was initiated, and (iii) establishes the allegation in the notice to our satisfaction (including by providing one or more written opinions by recognized experts in the field, as we may reasonably require), then the sale of such NFT will be rescinded and, unless we have already paid to the seller monies owed him in connection with the sale, the original Purchase Price will be refunded in the currency in which it was invoiced to the buyer.

b. If, prior to receiving such notice from the original buyer alleging such defect, we have paid the seller monies owed to the seller in connection with the NFT's sale, we shall pay the original buyer the amount of our commissions, any other sale proceeds to which we are entitled and applicable Taxes received from the buyer on the sale, in each case in the currency in which it was invoiced to the buyer, and make demand on the seller to pay the balance of the original Purchase Price to the original buyer. Should the seller fail to pay such amount promptly, we may disclose the identity of the seller and assign to the original buyer our rights against the seller with respect to the NFT the sale of which is sought to be rescinded. Upon such disclosure and assignment, any liability of Bonhams as seller's agent with respect to said NFT shall automatically terminate.

c. The foregoing Authorship Guarantee is available to the original buyer only and may not be assigned to or relied upon by any subsequent transferee of the NFT sold. The buyer hereby accepts the benefit of the seller's warranty of good and unrestricted title and any other representations and warranties made by the seller for the buyer's benefit. Nothing in this section shall be construed as an admission by Bonhams of any representation of fact, express or implied, obligation or responsibility with respect to any lot. THE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST BONHAMS, THE BONHAMS GROUP AND THE SELLER OF THE NFT FOR ANY BREACH OF THE AUTHORSHIP GUARANTEE IS THE RESCISSION OF THE SALE AS DESCRIBED IN THIS SECTION.

d. "Authorship" means only the identity of the creator as set forth in the UPPERCASE TYPE heading of the e-Catalogue entry. The Authorship Guarantee is given with respect to and covers only the NFT and not the authorship, authenticity or origin of the related Artwork. The Authorship Guarantee does not extend to: (a) titles, descriptions or other identification of offered NFTs, which information normally appears in lower case type below the UPPERCASE TYPE heading identifying the Authorship; (b) Authorship of any NFT where it was specifically mentioned in the e-Catalogue as of the date the Sale commenced that there exists a conflict of specialist or scholarly opinion regarding the Authorship of the NFT; (c) Authorship of any NFT which was in accordance with the then generally-accepted opinion of scholars and specialists regarding the same as of the date the Sale commenced; (d) the identification of periods or dates of creation in e-Catalogue descriptions which may be proven inaccurate by means of scientific or technical processes

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that are not generally accepted for use until after publication of the e-Catalogue in which the NFT is offered or that were unreasonably expensive or impractical to use at the time of such publication; or (e) where there has been no material loss in value from the value of the NFT had it been as set forth in the UPPERCASE TYPE heading of the e-Catalogue description of such lot.

## 8. CONDUCT OF THE AUCTION

a. We reserve the right to withdraw any NFT from the Sale or to cancel the Sale, whether prior to or during the Sale, and we will not be liable to you for any claims, causes of action, liabilities, damages, losses, or expenses in connection with such withdrawal or cancellation. We further reserve the right to divide and combine lots at any time before the sale of such NFT.

b. If an NFT is offered subject to a reserve, we may implement such reserve by bidding on behalf of the seller, whether by opening bidding or continuing bidding in response to other bidders until reaching the reserve. If we have an interest in an offered NFT and the proceeds therefrom other than our commissions, we may bid up to the reserve to protect such interest. If the auctioneer (or, in an online-only auction, the online bidding system) determines that any opening or subsequent bid is below the reserve for an NFT, the auctioneer or online bidding system may reject such opening bid and withdraw the NFT from sale and announce that the NFT has been "withdrawn", "passed", "bought-in", "unsold" or the equivalent. **SELLERS ARE NOT ALLOWED TO BID ON THEIR OWN CONSIGNED NFTS.**

c. We reserve the right to refuse or reject a bid from any bidder (including bids that have previously been accepted), to split any bidding increment, and to advance the bidding in any manner the auctioneer (or, in an online-only auction, the online bidding system) may elect.

d. In the event of any dispute with respect to bidding, or in the event there is doubt as to the validity of any bid, either during or after the Sale, we may, in our sole discretion, determine who the buyer is, re-open the bidding, or to cancel the sale and re-offer and resell the NFT in dispute, including after the Lot Closing of the NFT, or take such other action as we may deem appropriate. If any dispute arises after the Sale, our sales records shall be conclusive in all respects. In any such case in which we decide to cancel the sale of an NFT or to re-offer and re-sell an NFT following a dispute or doubt with respect to bidding, we will notify the buyer of the cancelled sale as soon as reasonably practicable.

e. We further reserve the right, without liability to you, to cancel the sale of any NFT if (i) you are in breach of your representations and warranties under these Conditions of Sale; (ii) we, in our sole discretion, determine that the sale transaction might be unlawful or might subject Bonhams, the seller or you to any liability to any third party or be detrimental to Bonhams' reputation; or (iii) there are any other grounds for cancellation under these Conditions of Sale.

## 9. TRANSFER OF PURCHASED NFT LOTS

### a. Transfer of the Purchased NFT Lot to the Buyer

(i) We will transfer the NFT to the digital wallet that the buyer has specified only after we have received full payment of the Purchase Price and any charges payable pursuant to these Conditions of Sale, and the buyer has satisfied such other terms as we in our discretion may require under these Conditions of Sale, including without limitation completing any identification and digital wallet verifications.

(ii) We will transfer the NFT to the wallet address specified by the buyer and are not responsible for confirming that you have supplied us with the correct or a valid address, and we are not responsible if the transfer of the NFT to your wallet fails unless such failure is the result of

us sending the NFT to a wallet address other than the one provided by you.

(iii) You shall follow any security protocol that we may reasonably specify in connection with the transfer. You will provide us with all necessary information regarding your digital wallet to enable us to make the transfer. Bonhams shall not be liable for any action or failure of any communication or IT system or digital wallet provider in relation to the transfer of the NFT from our digital wallet to your digital wallet.

(iv) In order to receive the NFT, your digital wallet must be capable of supporting and accepting the NFT, and you must be able to access your digital wallet using the applicable password(s) and/or key(s). You understand and acknowledge that not all digital wallets can support storage of a non-fungible token, or particular types of non-fungible tokens, and it is your sole responsibility and obligation to make all inquiries prior to bidding in the Sale in order to satisfy yourself that your digital wallet is compatible with the type of NFT for which you intend to bid. If your wallet does not support storage of the NFT purchased by you, you may not receive and/or may lose access to that NFT.

### b. Risk and Responsibility for the Purchased NFT Lot

(i) Upon transfer of the NFT to the digital wallet specified by you, all risk and responsibility for the NFT lot will transfer to the buyer, including the risk of loss or damage.

(ii) The buyer shall thereafter be responsible for secure storage of the NFT in the wallet or other storage mechanism you use to receive and/or hold the NFT. You acknowledge that you are solely responsible for any risks associated with the transferring, holding, storing, or use of NFTs or a digital wallet, as applicable, including network failures or disruptions; corrupted files; viruses, hacking, or other security breaches or attacks; risk of losing access to the NFT due to loss of private key(s) or other buyer error; regulatory interference or taxation in any jurisdictions; personal information disclosure; failure of maintenance, however occurring (including without limitation hosting); and other risks. Neither we nor the seller will be responsible for any such risks or losses.

(iii) Further, once risk passes to the buyer, neither we nor the seller shall be liable for any loss or damage related to corruption to the related Artwork, failure of the NFT to reference the related Artwork, or loss of, or other security or persistence issues related to the related Artwork. As a buyer, you further acknowledge that you assume all responsibility for loss of or damage to the NFT even if you seek rescission of the sale pursuant to the terms of the Authorship Guarantee.

(iv) Once risk passes to the buyer, the buyer irrevocably releases Bonhams and Bonhams Group parties, our and their respective officers and employees, agents and the seller, from any and all claims, causes of action, liabilities, damages, losses, and expenses (including but not limited to reasonable attorneys' fees) for loss of or damage to the lot.

## 10. COPYRIGHTS; GRANT OF LIMITED LICENSE

a. The copyright in the text of the e-Catalogue and any photographs, digital images and illustrations of NFTs and Artworks in the e-Catalogue and any other images or written material we produce relating to the NFT (collectively, the "Bonhams Materials") belong to Bonhams or our licensors. You will not reproduce or permit anyone else to reproduce any portion of such Bonhams Materials without our prior written consent.

b. Any copyright(s) in and to the NFT and related Artwork remain with the creator(s) thereof, and the purchase of the NFT does not constitute an assignment thereof. Notwithstanding the foregoing, seller grants a limited license to the buyer of the NFT to reproduce, distribute, and display or cause to be displayed images of the related Artwork in

connection with (i) any subsequent offer by buyer of the NFT for resale, (ii) public exhibition of the NFT, and (iii) news, archival, and other general informational purposes, *provided that* the limited license granted to buyer shall not permit buyer to make or authorize or cause to be made any direct or indirect commercial use of the related Artwork (including without limitation in connection with merchandise) other than as contemplated by clause (i) of this paragraph.

## 11. LIMITATIONS OF LIABILITY

a. THE BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL BONHAMS BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BONHAMS, THE BONHAMS GROUP AND THE SELLER TO A BUYER EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR A DISPUTED LOT.

b. If we are prevented for any reason whatsoever from transferring any NFT to the buyer or a sale otherwise cannot be completed, our liability shall be limited to the sum actually paid for such NFT by the buyer and shall in no event include any compensatory, incidental or consequential damages.

c. Once the risk of loss passes to you, we will not be liable for any loss whatsoever related to damage or corruption to or non-performance of the NFT, Smart Contract, or any related Artwork, nor for any failure of the NFT to reference the Artwork, or loss of, or other security or persistence issues related to, the Artwork.

d. Without limiting any provisions set forth in subparagraphs 4.f-j or 5.h above, any currency conversion tool is provided as a courtesy for your convenience only and is an approximate guide to the equivalent amount in the specified currencies. You are therefore advised to conduct your own research into the applicable exchange rates prior to placing a bid. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR ANY ERRORS THAT MAY OCCUR AS A CONSEQUENCE OF RELIANCE UPON THE CURRENCY CONVERSION TOOL.

e. Bonhams' online-only auctions are provided on the basis that you shall place bids on your own behalf. In the event Bonhams agrees to place a bid on your behalf in the Sale, we do so as an additional service without charge, and BONHAMS (INCLUDING OUR EMPLOYEES AND AGENTS) SHALL HAVE NO RESPONSIBILITY, DUTY OR LIABILITY WHATSOEVER, WHETHER FOR NEGLIGENCE OR OTHERWISE, IN THE PLACING OR FAILURE TO EXECUTE SUCH BIDS. Without limiting the foregoing, Bonhams (including our agents and employees) shall not be responsible for any problem relating to absentee, online, or other bids submitted remotely through any means, including without limitation, any telecommunications or internet fault or failure, or breakdown or problems with any devices or online platforms, including third party online platforms, regardless of whether such issue arises with our, your, or such third-party's technology, equipment, or connection.

f. By participating at auction online, bidders expressly consent to the recording of their bidding sessions and related communications with Bonhams and our employees and agents, and acknowledge their acceptance of these Conditions of Sale as well as any additional terms and conditions applicable to any such bidding platform or technology.

g. Bonhams reserves the right, in our sole discretion, to make any changes to the features or functionality of the Sale or to the Bonhams online bidding platform at any time.

h. If you choose to participate in the Sale, you do so entirely at your own risk. Bidding in online-only auctions is dependent upon, among other things, your own equipment and the availability, speed and quality of internet connections provided by third party operators and suppliers, for which

# Conditions of Sale for Online-Only NFT - continued

Bonhams accepts no responsibility or liability whatsoever.

i. In addition to any other rights we may have at law, Bonhams reserves the right, at our discretion, to restrict, suspend or terminate your participation in any online bidding with Bonhams if you breach or are about to breach of these Conditions of Sale, or your provision of false or misleading information, or in the event of any interference by you with the administration or smooth operation of the Bonhams website or online bidding platform.

j. BONHAMS AND ITS SUPPLIERS PROVIDE THE SALE AND THE BONHAMS WEBSITE AND ONLINE BIDDING PLATFORM "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, WE ACCEPT NO LIABILITY FOR ANY FAILURES, DELAYS OR ERRORS CAUSED BY INTERRUPTIONS IN THE AVAILABILITY OF THE ONLINE SALE OR OUR WEBSITE OR ONLINE BIDDING PLATFORM OR ANY ERRORS OR DEFECTS IN THEIR CONTENT OR FUNCTIONALITY, ANY SOFTWARE AND/OR HARDWARE DEFECTS (WHETHER YOURS OR OURS) AND/OR ANY INTERNET CONNECTION PROBLEMS (WHETHER YOURS OR OURS), AND WE DO NOT REPRESENT OR WARRANT THAT THE ONLINE SALE OR THE WEBSITE OR ONLINE BIDDING PLATFORM WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

## 12. SUCCESSORS AND ASSIGNS; NO WAIVER

These Conditions of Sale shall bind the successors and assigns of all bidders and buyers and inure to the benefit of our successors and assigns. You may not grant a security over or assign your rights or responsibilities under these Conditions of Sale without our prior written consent. No waiver, amendment or modification of the terms hereof (other than posted notices or oral announcements during the sale) shall bind us unless specifically stated in writing and signed by us. No act or omission of Bonhams, its employees or agents, nor any failure thereof to exercise any remedy hereunder, shall operate or be deemed to operate as a waiver of Bonhams' rights under these Conditions of Sale. If any part of these Conditions of Sale is for any reason invalid or unenforceable, the rest shall remain valid and enforceable.

## 13. DATA PROTECTION

You accept and agree that Bonhams will hold and process your personal data and information and may share it with Bonhams Group parties and limited third parties for use as described in, and in accordance with our Privacy Policy (subject to any additional specific consent(s) you may give in writing prior to the disclosure of your data or information) published on Bonhams' website at [www.bonhams.com/legals/](http://www.bonhams.com/legals/). You can also request Bonhams' Privacy Policy in print and digital format by email from [info@bonhams.com](mailto:info@bonhams.com) or by mail from Bonhams Customer Services Department, 580 Madison Avenue, New York, NY 10022.

Please note that sold lot details, including descriptions, images and prices achieved, may be reported, with or without Buyer's Premium, on Bonhams' website and are not subject to removal requests.

## 14. NOTICES

Any notices required by these Conditions of Sale shall be made in writing and, if to Bonhams, addressed to our New York office and the department managing the Sale, identifying the lot and sale numbers assigned in the e-Catalogue, and if to the buyer, addressed per the last contact information provided to Bonhams in writing, whether via the registration process or otherwise. Notices shall be deemed effective five (5) business days following deposit in US Mail, postage prepaid, or one (1) business day following hand delivery or transmission by facsimile or email, in each case with delivery receipt confirmation.

## 15. APPLICABLE LAW; DISPUTE RESOLUTION

These Conditions of Sale and the buyer's and our respective rights and obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York. Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof, brought by or against Bonhams (but not including claims brought against the seller by the buyer of lots consigned hereunder) shall be resolved by the mediation and arbitration procedures set forth below.

## 16. MEDIATION AND ARBITRATION PROCEDURES

a. Within 30 days of written notice that there is a dispute, the parties or their authorized and empowered representatives shall meet by telephone and/or in person to mediate their differences. If the parties agree, a mutually acceptable mediator shall be selected and the parties will equally share the fees and expenses of mediation. The mediator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling mediations. Any communications made during the mediation process shall not be admissible in any subsequent mediation, arbitration or judicial proceeding. All proceedings and any resolutions thereof shall be confidential, and the terms governing arbitration set forth in paragraph (c) below shall govern.

b. If mediation does not resolve all disputes between the parties, or in any event no longer than 60 days after receipt of the written notice of dispute referred to above, the parties shall submit the dispute for binding arbitration before a single neutral arbitrator. Such arbitrator shall be a retired judge or an attorney familiar with commercial law and trained in or qualified by experience in handling arbitrations. Such arbitrator shall make all appropriate disclosures required by law. The arbitrator shall be drawn from a panel of a national or international arbitration service agreed to by the parties, and shall be selected as follows: (i) If the arbitration service has specific rules or procedures, those rules or procedures shall be followed; (ii) If the arbitration service does not have rules or procedures for the selection of an arbitrator, the arbitrator shall be an individual jointly agreed to by the parties. If the parties cannot agree on an arbitration service, the arbitration shall be conducted by Judicial Arbitration and Mediation Services, Inc. ("JAMS") or another national or international alternative dispute resolution ("ADR") provider of Bonhams' choice, and the arbitrator shall be selected in accordance with JAMS' Streamlined Arbitration Rules and Procedures or the rules of the other ADR provider selected by Bonhams. The arbitrator's award shall be in writing and shall set forth findings of fact and legal conclusions.

c. Unless otherwise agreed to by the parties or provided by the published rules of the arbitration service:

(i) The arbitration shall occur within 60 days following the selection of the arbitrator;

(ii) The arbitration shall be conducted in New York, New York; and

(iii) Discovery and the procedure for the arbitration shall be as follows:

A. All arbitration proceedings shall be confidential;

B. The parties shall submit written briefs to the arbitrator no later than 15 days before the arbitration commences;

C. Discovery, if any, shall be limited as follows: (I) Requests for no more than 10 categories of documents, to be provided to the requesting party within 14 days of written request thereof; (II) No more than two (2) depositions per party, provided however, the deposition(s) are to be completed within one (1) day; (III) Compliance with the above shall be enforced by the arbitrator in accordance with New York law;

D. Each party shall have no longer than eight (8) hours to present its position. The entire hearing before the arbitrator shall not take longer than three (3) consecutive days;

E. The award shall be made in writing no more than 30 days following the end of the proceeding. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

To the fullest extent permitted by law, and except as required by applicable arbitration rules, each party shall bear its own attorneys' fees and costs in connection with the proceedings and shall share equally the fees and expenses of the arbitration.

## 17. EU CONSUMER CANCELLATION RIGHT

### a. Right to cancel the contract for the purchase of an NFT

If the seller of an NFT is not a "Consumer" (meaning, means a natural person who is acting for the relevant purpose outside his trade, *Business* or profession), then buyers who are a Consumer and habitually reside in the United Kingdom or in the European Union, have the right to cancel the contract for the purchase of the NFT, without giving any reason ("Cancellation Right").

The Cancellation Right will only apply during the cancellation period which is the period ending 14 calendar days after the date of Lot Closing (not including the day on which Lot Closing occurs) ("Cancellation Period") or, if earlier, when Bonhams has initiated the transfer of the NFT to the digital wallet specified by you in accordance with the paragraph immediately below.

Bonhams will not transfer the NFT to the digital wallet specified by you before the expiration of the Cancellation Period unless you give your consent for Bonhams to do so. Bonhams may contact you to enquire whether you wish for it to transfer the NFT before the end of the Cancellation Period, however, it is not mandatory for you to consent to a transfer before the end of the Cancellation Period. IF YOU GIVE YOUR CONSENT FOR BONHAMS TO TRANSFER THE NFT BEFORE THE EXPIRATION OF THE CANCELLATION PERIOD, YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU WILL NO LONGER HAVE THE CANCELLATION RIGHT UNDER THESE TERMS. You may consent using the model form at paragraph 17.e, however, this is not mandatory. Any form of written communication will be sufficient to communicate your consent (including post and e-mail). Following receipt of your consent Bonhams shall confirm and acknowledge your consent and initiate the transfer of the NFT to you. Once the transfer of the NFT has been initiated to the digital wallet specified by you, you acknowledge that you will no longer have the Cancellation Right under these terms.

To exercise the Cancellation Right you must inform Bonhams of your decision to cancel the sales contract by a clear statement (e.g. by mail or e-mail) ("Cancellation Notice"). The Cancellation Notice may take the form of the notice at paragraph 17.c, however, this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the Cancellation Right before the Cancellation Period has expired via mail or e-mail. Following receipt of the Cancellation Notice, Bonhams shall confirm receipt of the Cancellation Notice.

If a valid Cancellation Notice is issued by the buyer, the seller (or Bonhams on behalf of the seller) shall reimburse the buyer for purchase price, if paid. We will make the reimbursement without undue delay, and not later than 14 calendar days after the day we receive the Cancellation Notice. Neither the seller nor Bonhams will reimburse the buyer for any supplementary costs or fees that may have arisen in the purchase of the currency for the Sale (whether in fiat or cryptocurrency) including any changes any value of

# Conditions of Sale for Online-Only NFT - continued

such currency.

If you exercise the Cancellation Right, we will make the reimbursement using the same means of payment as you used for the initial transaction. We will reimburse you in the same currency that you were required to make payment in, except if you paid any amount(s) due using ETH. If you paid in ETH, you understand and agree that Bonhams, at its sole discretion, may refund you (i) the same amount(s) of the same cryptocurrency that you paid, calculated at the rate at the time the sale was concluded; (ii) the amount(s) in fiat currency that we invoiced to you at the time of the sale of the NFT; or (iii) the fiat currency equivalent at the time the refund is made of the amount(s) of cryptocurrency that you paid. In no circumstance will you be entitled to receive any appreciation on the value of the cryptocurrency that you provided to us as payment in connection with a refund.

## **b. Right to cancel the contract for Bonhams' services**

Buyers who are Consumers who habitually reside in the United Kingdom or European Union will also have the right to cancel the contract for services that Bonhams provides to you in connection with your purchase of an NFT (even if you do not have a right to cancel the contract for the purchase of the NFT itself). You have the right to cancel the contract within 14 calendar days from the day of conclusion of the contract with Bonhams, without giving any reason. Please also be aware that if you cancel the purchase of the NFT in accordance with your Cancellation Right, all ancillary contracts for services with Bonhams related to that NFT shall also automatically be cancelled.

To exercise the right to cancel you must inform Bonhams of your decision to cancel this service by a clear statement (e.g. by mail or e-mail). You may use the model cancellation form set out in paragraph 17.d below, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

You may request Bonhams immediately to begin the performance of its services during the Cancellation Period described above. If you cancel the contract for services with Bonhams, we will reimburse to you any payments received from you in respect of the service. However, since you have requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

## **c. Model form of cancellation – Purchase of the NFT**

To: Bonhams *[insert the name of the company within the Bonhams Group which offers to sell the Lot and whose contact details are set out in the Online Sales Catalogue (these details will be sent to you by email following the Sale and/or with the delivery of the Lot):*

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] *Contract of Sale* of the following digital content [\*],

Ordered on [\*/received on [\*],

Name of *Consumer(s)*,  
Address of *Consumer(s)*,

Signature of *Consumer(s)* (only if this form is notified on paper),

Date

[\*] *Delete as appropriate*

## **d. Model form of cancellation – Provision of the services**

To: Bonhams *[insert the name of the company within the Bonhams Group which offers to sell the Lot and whose contact details are set out in the Online Sales Catalogue (these details will be sent to you by email following the Sale*

*and/or with the delivery of the Lot):*

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract/for the provision of the following service [\*],

Ordered on [\*/received on [\*],

Name of *Consumer(s)*,  
Address of *Consumer(s)*,

Signature of *Consumer(s)* (only if this form is notified on paper), Date

[\*] *Delete as appropriate*

## **e. Model form of Consent – Early transfer of the NFT**

To: Bonhams *[insert the name of the company within the Bonhams Group which offers to sell the Lot and whose contact details are set out in the Online Sales Catalogue (these details will be sent to you by email following the Sale and/or with the delivery of the Lot):*

I/We [\*] hereby give notice that I/We [\*] request and consent to the immediate performance of the *Contract for Sale* or the provision of the following digital content [\*], Ordered on [\*/received on [\*], and I acknowledge that I will lose my right of withdrawal from the contract once the transfer of the NFT has begun.

Name of *Consumer(s)*,  
Address of *Consumer(s)*,

Signature of *Consumer(s)* (only if this form is notified on paper), Date

[\*] *Delete as appropriate*