

## METAIP NFT LICENSE

### NON-EXCLUSIVE COMMERCIAL RIGHTS (“METAIP-COMMERCIAL”)

By acquiring lawful ownership to a non-fungible token (“**NFT**”) associated with the NFT project made available under this NFT License (“**Project NFT**”) created by the owner or entity that has created this Project NFT (“**Creator**” or “**we**” or “**our**”), you agree to these NFT License Terms and Conditions (the “**Terms**”). When you lawfully own a Project NFT, you own all personal property rights to the NFT underlying the Project NFT (e.g., the right to freely sell, transfer, or otherwise dispose of that Project NFT). However, your rights to the associated artwork, images, video, content or other works of authorship linked to your specific Project NFT which was developed by Creator (“**NFT Media**”) are only as outlined below.

#### 1. NFT LICENSE GRANT

- 1.1 NFT Media License. For as long as you lawfully own a Project NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 3.2 below) worldwide license under our copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works of the specific NFT Media linked to your Project NFT for personal and commercial uses, with the right to sublicense such rights through multiple tiers of sublicensees subject to the limitations in Section 1.4, and Articles 2 and 3 of these Terms with Creator being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display as a profile picture, display on products or services using the NFT Media or NFT Media Derivatives (as defined below), display on sold merchandise, use in your original content, or to display in a physical or digital museum. All intellectual property rights in and to the NFT Media and any other intellectual property rights of Creator not expressly licensed herein are reserved by Creator.
- 1.2 Modifications and Derivative Works. We understand that you may want to create derivative works of the NFT Media (“**Your NFT Media Derivatives**”) and we allow you to do so under the scope of the license granted above. However, you acknowledge and agree that (a) we may also create our own future derivatives of the NFT Media, (b) the subsequent lawful owner of the Project NFT may create its own derivatives of the NFT Media and (c) other owners of their own Project NFTs and the associated artwork, images, video, content or other works of authorship linked to such Project NFT (“**Other Project NFT Media**”) may also create their own derivatives of the Other Project NFT Media (each of them “**Other NFT Media Derivatives**”).

These Other NFT Media Derivatives may be similar or identical to Your NFT Media Derivatives. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against (a) Creator or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with their use, distribution, reproduction, display, perform, modification, and creation of derivative works of any NFT Media or any of their own Other NFT Media Derivatives or (b) any other Project NFT owner or its past, present and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agents and equityholders) in connection with the use, distribution, reproduction, display, perform, modification, and creation of derivative works of the Other Project NFT Media or any of their Other NFT Media Derivatives. The foregoing is the case even if such Other NFT Media or Other NFT Media Derivatives is similar to or the same as any of Your NFT Media Derivatives that have been created by you.

- 1.3 No Rights to Trademarks. Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with Creator or the Project NFTs (“**Project Trademarks**”). Unless you have our prior written approval, you may not use any Project Trademarks for any use that would require a license from us, including to register any domain names or social media accounts using any Project Trademarks, in any NFT Media Derivatives, or to advertise or promote any other products or services.

- 1.4 **Transfer and Sublicensing.** The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your Project NFT, the license to the NFT Media in Section 1.1 to you shall terminate upon the effective date of such transfer, and such licenses will be assigned to the new owner of the Project NFT associated with such NFT Media. As a condition to sales, transfers or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (a) the transferee is not a Restricted Party and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 1.1 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Parties (ii) to the same covenant not to assert as set forth in the second to last sentence of Section 1.2, and (iii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Project NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate. Because virtually all public blockchains are licensed under open source licenses, it is possible that the blockchain may fork, merge, or duplicate the original blockchain that initially recorded ownership of your Project NFT. In such case, any rights granted under these Terms to owners of any Project NFT will only be granted to the lawful owners of such Project NFT whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).
- 1.5 **Third Party Content.** The Creator hereby represents and warrants to you that all of the copyrights in the NFT Media are owned by the Creator, and does not contain (a) any artwork, images, video, content or other works of authorship, (b) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by the Creator (“**Third Party Content**”), provided that the foregoing shall not apply if the Creator has obtained a license to such Third Party Content consistent with the licenses under this Agreement or the Creator has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.
- 1.6 **Restrictions.** If a Project NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the Project NFT, but are only granted to those who own all fractionalized interests in a Project NFT or as may otherwise be agreed by the owners of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. In order to purchase the Project NFT if you are an individual, you must be 18 years of age or older if the age of lawfully capacity of forming binding contracts is older in the relevant jurisdiction. If you are an entity, the individual agreeing to the Terms must have the legal authority to bind the entity. If (a) you are an individual, you agree on your own behalf and (b) if you are an entity, you agree that neither the entity nor any of your owners or investors or any of their directors, officers, employees, agents or affiliates acting on your behalf: (i) is related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control (“**OFAC**”), or any persons who are named on any list of sanctioned individuals or entities; (ii) is (or has ever been) prohibited from the transaction pursuant to U.S. anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and (iii) is resident in a country or jurisdiction under a U.S. embargo enforced by OFAC (“**Restricted Parties**”).

## 2. **DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION**

- 2.1 **Disclaimers.** YOUR ACCESS TO AND USE OF THE PROJECT NFT AND NFT MEDIA IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CREATOR, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, LICENSORS AND EQUITYHOLDERS (THE “**CREATOR ENTITIES**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT IN THE PROJECT NFTS AND

NFT MEDIA. THE CREATOR ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (A) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY OR RELIABILITY OF THE PROJECT NFTS AND NFT MEDIA; (B) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLET, HARDWARE OR MARKETPLACE; AND (C) WHETHER THE PROJECT NFTS AND NFT MEDIA WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (D) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT THE PROJECT NFTS AND NFT MEDIA. THE PROJECT NFTS AND NFT MEDIA ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY.

- 2.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR ENTITIES BE LIABLE (A) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PROJECT NFT OR THE NFT MEDIA), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE PROJECT NFTS AND NFT MEDIA OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF THE CREATOR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE PROJECT NFTS AND NFT MEDIA. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR ENTITIES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (I) \$1,000 OR (II) THE AMOUNT YOU PAID FOR YOUR PROJECT NFT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.
- 2.3 Assumption of Risk. THE VALUE OF THE PROJECT NFTS IS SUBJECTIVE, HAVE NO INHERENT VALUE AND THEREFOR CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE PROJECT NFT AND NFT MEDIA
- 2.4 Fundamental Elements. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.
- 2.5 Template Provider Disclaimers. You and Creator each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) each party and its heirs, successors and assigns, irrevocably covenants and agrees not to assert or bring any suit, claim, demand or challenge against the providers of such template, their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, service providers and licensors (the “**Template Provider Entities**”) in connection with these terms, (iii) the availability of these terms shall not be construed as legal advice for any particular facts or circumstances and are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances and those of creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.

- 2.6 **Indemnification.** By entering into these Terms and accessing or using the Project NFTs or NFT Media, you agree that you shall defend, indemnify and hold the Creator Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Creator Entities arising out of or in connection with: (i) your violation or breach of any term of these Terms or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your access to or use of the Project NFT or NFT Media; (iv) any modifications to or derivative works of the NFT Media you create, or (v) any fraud, negligence or wilful misconduct committed by you. For these limited purposes, the Creator Entities (other than the Creator) are third party beneficiaries of the Terms.

### 3. **ADDITIONAL PROVISIONS**

- 3.1 **Additional Features.** Creator may choose to make additional features, access, content, items or other benefits available to owners of Project NFTs ("**Additional Features**"). Creator has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a Project NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.
- 3.2 **Termination of License.** If you materially breach any of the provisions of these Terms, Creator may terminate all of the licenses granted to you under these Terms. Creator will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your licenses shall terminate regardless of whether such notice is actually received. Upon the termination of your licenses, you shall cease all use of the rights granted in Article 1, including, without limitation, ceasing all marketing, distribution, or sale of goods, services and media that feature the NFT Media and shall cease all further use of the NFT Media (including any NFT Media Derivatives), and all sublicenses you have granted in the NFT Media shall automatically terminate. The following sections shall survive the termination of these Terms and shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Creator or you: Sections 1.3, 1.4, 1.6, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 3.3 and 3.4. Termination will not limit any of Creator's other rights or remedies at law or in equity.
- 3.3 **Miscellaneous.** These Terms constitutes the entire and exclusive understanding and agreement between Creator and you regarding the Project NFT and NFT Media and supersedes and replaces any and all prior oral or written understandings or agreements between Creator and you regarding the Project NFT and NFT Media. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be freely assigned by Creator. Any purported assignment in violation of these Terms will be null and void. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 3.4 **Governing Law & Arbitration.** You and Creator shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a "Dispute"). If the parties are unable to resolve a Dispute within ninety (90) days of notice of such Dispute being received by all parties, such Dispute shall be finally settled by Binding Arbitration (as defined below). Any Dispute not resolved within ninety (90) days shall be referred to and finally resolved by arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). If your claim is for U.S. \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA

Rules. Any arbitration hearings will take place in New York, New York, or if you request, the county (or parish) where You live, unless both Parties agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the parties ("Binding Arbitration"). The parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Creator will each pay their respective attorneys' fees and expenses. These Terms and any action related thereto will be governed by the laws of the State of New York, without regard to its conflict of laws provisions. Any dispute arising out of or related to these Terms is personal to you and Creator and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and Creator each agree that any claims may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or other proceeding in which a person attempts to resolve a dispute as a representative of another person or group of persons. Unless both you and Creator agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

# METAIP NFT LICENSE

## 非独家商业权利许可("METAIP-COMMERCIAL")

通过合法获取与本 NFT 许可下提供的 NFT 项目 ("项目 NFT") 相关的 NFT ("NFT"), 该项目 NFT 由创建本项目 NFT 的所有者或实体 ("创建者"或"我们") 创建, 即表示您同意本 NFT 许可条款和条件 ("条款")。当您合法拥有一个项目 NFT 时, 您就拥有该项目 NFT 下所有个人财产权 (例如, 自由出售、转让或以其他方式处置该项目 NFT 的权利)。但是, 您对创作者开发的与您特定的项目 NFT 所关联的艺术作品、图像、视频、内容或其他著作权作品 ("NFT 媒体") 所拥有的权利, 仅限于如下所述。

## 2. NFT 许可证授予 NFT LICENSE GRANT

**1.1 NFT 媒体许可。**只要您合法拥有项目 NFT, 创作者就会据此授予您非独家、永久、不可撤销 (下文第 3.2 条规定的除外) 的全球许可, 允许您使用、分发、复制、展示、执行、修改和创建与您的项目 NFT 关联的特定 NFT 媒体的衍生作品, 用于个人和商业用途, 并有权通过多层被许可人进行再许可, 但需受到本条款第 1.4 节、第 2 条和第 3 条的限制, 且创作者是所有此类再许可的第三方受益人, 有权执行此类协议。该许可包括作为个人头像展示、使用 NFT 媒体或 NFT 媒体衍生品 (定义见下文) 在产品或服务上展示、在售出的商品上展示、在您的原创内容中使用, 或在实体或数字博物馆中展示的权利。创作者保留对 NFT 媒体以及任何未在此明确许可的创作者的其他知识产权的所有权。

**1.2 修改和衍生作品。**我们理解您可能希望创造 NFT 媒体的衍生作品 ("你的 NFT 媒体衍生品"), 我们允许你在上述许可的范围内这样做。然而, 你须承认并同意 (a) 我们也可以创造我们自己的 NFT 媒体的未来衍生作品, (b) 项目 NFT 的后续合法所有者可以创造其自己的 NFT 媒体的衍生作品, (c) 其他拥有自己的项目 NFT 及其关联艺术品、图像、视频、内容与此类项目 NFT 关联的其他著作权作品 ("其他项目 NFT 媒体") 的所有者们, 也可以创建他们自己的其他项目 NFT 媒体的衍生作品 (均称为"其他 NFT 媒体衍生品")

这些其他 NFT 媒体衍生品可能与你的 NFT 媒体衍生品相似或相同。因此, 您代表自己及您的继承人、继任者和受让人, 不可撤销地承诺并同意不对以下任何一方提出或发起任何诉讼、索赔、要求或质疑: (a) 创作者或其过去、现在和未来的母公司、附属公司或许可方 (或其合伙人、成员、雇员、高管、董事、承包商、代理人 and 股东) 因其使用、分发、复制、展示、执行、修改和创作任何 NFT 媒体的衍生作品, 或他们自己的其他 NFT 媒体衍生品; (b) 任何其他项目 NFT 所有者或其过去、现在和未来的母公司、附属公司或许可方 (或他们的合伙人、成员、雇员、高管、董事、承包商、代理人 and 股东) 因其使用、分发、复制、展示、执行、修改和创作其他项目 NFT 媒体或他们的任何其他 NFT 媒体衍生品。即使此类其他 NFT 媒体或其他 NFT 媒体衍生品与您创建的任何 NFT 媒体衍生品相似或相同, 上述承诺仍然适用。

**1.3 无商标权。**本条款中的任何内容均无意授予您对与创作者或项目 NFT 相关的徽标、商标、服务标记和商业外观 ("项目商标") 的任何权利。除非您事先获得我们的书面批准, 否则您不得将任何项目商标用于需要我们许可的任何用途, 包括注册任何使用项目商标的域名或社交媒体账户, 用于任何 NFT 媒体衍生品, 或用于广告或推广任何其他产品或服务。

**1.4 转让和再许可。**本条款中授予的许可是不可转让的, 除非您合法转让项目 NFT 的所有权, 那么第 1.1 节中授予您的 NFT 媒体许可将在此类转让生效之日终止, 并且这些许可将被转让给与该 NFT 媒体关联的项目 NFT 的新所有者。作为销售、转让或类似项目 NFT 交易的条件, 受让人在获取项目 NFT 时同意 (a) 受让人不是条款受限制方, 并且 (b) 受让人接受这些条款。此外, 如果您选择对上述第 1.1 节中规定的任何许可权利进行再许可, 则只有在任何此类再许可方同意 (i) 他们不是受限制方, (ii) 接受第 1.2 节约定, 并且 (iii) 如果您在第 1.1 节中的许可权利被转让 (例如因为您出售了您的项目

NFT)，则您在这些许可权利中被授予的任何此类再许可将自动终止。由于几乎所有公共区块链都是根据开源许可获得授权，所以区块链可能会分叉、合并或复制最初记录您的项目 NFT 所有权的原始区块链。在这种情况下，根据这些条款授予任何项目 NFT 所有者的任何权利将仅授予该项目 NFT 的合法所有者，其所有权记录在区块链行业普遍认可和主要支持的作为原始区块链的合法继承者区块链的主网版本上（由我们自行决定）。

**1.5 第三方内容。** 创作者特此向您声明并保证，NFT 媒体中的所有版权均由创作者拥有，并且不包含创作者不拥有知识产权的（a）任何艺术品、图片、视频、内容或作者其他作品，（b）标识、商标、服务标记、商业外观或人格权（“**第三方内容**”），但如果创作者已获得此类第三方内容的许可或已使用附加许可补充了本 NFT 许可，该附加许可规定了您使用此类第三方内容的权利，则前述规定将不适用于创作者获取了与本协议下的许可一致的此类第三方内容。

**1.6 限制。**如果项目 NFT 被分割成更小的所有权利益（可能由其他代币表示），则本条款许可的权利不会转让给该项目 NFT 中的此类分割权益的每个所有者，而仅授予那些在项目 NFT 中拥有所有分割权益的人，或者可以由这些分割权益的所有者之间另行约定，前提是每个所有者都同意（a）该所有者不是受限方，并且（b）该所有者接受这些条款。如果您是个人，你必须年满 18 岁或者在相关司法管辖区内，您必须达到法定约束力合同年龄才能购买项目 NFT。如果您是一个实体，同意本条款的个人必须有法律权力代表该实体。如果（a）您是个人，您代表自己同意；（b）如果您是一个实体，您同意该实体或您的任何所有者或投资者或其任何董事、管理人员、雇员、代理人或代表您行事的关联公司：（i）与受美国外国资产控制办公室（“**OFAC**”）强制执行的任何被禁运的国家或者管辖区的政府或者任何人员无关，或者与任何被列入制裁个人或实体的名单的人员无关；（ii）根据美国的反洗钱、反恐、经济制裁和资产控制法律没有被（或曾经被）禁止进行交易；以及（iii）不是美国外国资产控制办公室（“**OFAC**”）执行禁运的国家或者司法管辖区居民（“**受限方**”）。

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