

**NFTRADE LLC**

**SECOND AMENDED AND RESTATED**

**COLLECTOR INTERESTS AWARD AGREEMENT**

**THIS COLLECTOR INTERESTS AWARD AGREEMENT** (“Award Agreement”) is made and entered into effective as of November 11, 2022 by and between NFTrade LLC, a Michigan limited liability company (“NFTrade”), and Algorand Standard Asset 844772414 (“Polymeta Token”) and the persons in possession of the Polymeta Token “Holders”).

**R E C I T A L S:**

WHEREAS, on the terms and subject to the conditions of this Award Agreement, Holders desire to acquire from NFTrade, and NFTrade desires to grant to Holders Collector Interests (as defined below) in the amount set forth in Appendix C-1 of the LLC Agreement attached to this Award Agreement;

WHEREAS, Holders are acquiring the Collector Interests for the benefit of possessing the Polymeta Token; and

WHEREAS, this Award Agreement is being entered into by NFTrade on or after the date hereof with certain persons who are or will be providing services to NFTrade or its affiliates or subsidiaries as part of a collector incentive program designed to comply with certain exemptions from registration under the Securities Act (as defined below).

NOW, THEREFORE, in order to implement the foregoing and in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

**1. DEFINITIONS.**

As used in this Award Agreement, the following terms shall have the following meanings:

- 1.1 Award Agreement. The term “Award Agreement” shall have the meaning set forth in the preface.
- 1.2 Business Day. The term “Business Day” shall have the meaning set forth in the LLC Agreement.
- 1.3 Change in Control. The term “Change in Control” shall mean either of the following: (a) a transaction (or, a series of related transactions) involving the purchase and sale of at least fifty-one percent (51%) of the Membership (as such is defined in the LLC Agreement), or (b) NFTrade experiences an event described in Section 9.1(b) of the LLC Agreement.
- 1.4 Code. The term “Code” means the Internal Revenue Code of 1986, as amended. Any reference herein to a specific section or sections of the Code will be deemed to include a reference to any corresponding provision of future laws.
- 1.5 Collector Interests. The term “Collector Interests” shall have the meaning set forth in Appendix C-1 of the LLC Agreement.

- 1.6 Grant Date. The term “Grant Date” shall have the meaning set forth in Section 2.1 hereof.
- 1.7 Holdings. The term “Holdings” shall have the meaning set forth in the preface.
- 1.8 LLC Agreement. The term “LLC Agreement” shall mean the Second Amended and Restated Operating Agreement of NFTrade LLC effective as of November 11, 2022, as the same may be modified, amended, restated or amended and restated from time to time.
- 1.9 Manager. The term “Manager” shall have the meaning set forth in the LLC Agreement.
- 1.10 Member. The term “Member” shall have the meaning set forth in the LLC Agreement.
- 1.11 Person. The term “Person” shall mean any individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever.
- 1.12 Securities Act. The term “Securities Act” shall mean the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder, as the same may be amended from time to time.

## 2. GRANT OF INTERESTS.

- 2.1 Grant of Collector Interests. Pursuant to the terms and subject to the conditions set forth in this Award Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NFTrade hereby agrees to grant to Holders and Holders hereby agree to accept the grant, on the date hereof (“Grant Date”), of the Collector Interests set forth in Appendix C-1 of the LLC Agreement.
- 2.2 Closing Conditions. Notwithstanding anything in this Award Agreement to the contrary, NFTrade shall be under no obligation to issue to Holders any Collector Interests unless Holders are not in breach of any agreement, obligation or covenant herein required to be performed or observed by Holders on or prior to the Grant Date.

**HOLDERS ACKNOWLEDGES THAT IT IS HOLDERS’ SOLE RESPONSIBILITY AND NOT NFTRADE’S OR ITS SUBSIDIARIES’ OR AFFILIATES’ OR THEIR RESPECTIVE REPRESENTATIVES’ RESPONSIBILITY TO TIMELY AND ACCURAE TLY REPORT ANY COLLECTIBLES TRANSACTIONS RESULTING IN PROFIT AS DEFINED UNDER IRS CODE SECTION 408(m), EVEN IF HOLDINGS REQUESTS NFTRADE, ITS SUBSIDIARIES OR AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES TO MAKE THIS FILING ON HOLDERS’ BEHALF.**

- 2.3 Collector Interests Subject to the LLC Agreement. By entering into this Award Agreement, each Holder agrees that they have received and read a copy of this Award Agreement and the LLC Agreement and, that in addition to the terms and conditions set forth in this Award Agreement, the Collector Interests are subject to the terms and conditions set forth in the LLC Agreement. The terms and provisions of the LLC Agreement, as they may be amended from time to time, are hereby incorporated by reference.

- 2.4 Limited Rights. With respect to any and all Collector Interests granted pursuant to this Award Agreement, prior to the vesting of such Collector Interests, Holders agree that Holders shall not (a) have any right to receive membership interests in NFTrade, and (b) be entitled to exercise any voting rights or other rights under the LLC Agreement. For clarity purposes, after the Collector Interests vest, such Collector Interests shall be subject to and have the rights prescribed in the LLC Agreement (provided however, that Section 2.10 of this Agreement shall continue to be applicable until the occurrence of an event described in Section 1.3(a) above).
- 2.5 Collector Interests. The Collector Interests granted pursuant to this Award Agreement are intended to be treated in whole or part for federal income tax purposes as a “collectible” for purposes of Revenue Procedure 93-27 and 2001-43. However, NFTrade, its Manager, its officers, and Members do not assure or guarantee any income tax result. BY ACCEPTING THIS AWARD AGREEMENT, HOLDERS AGREE THAT NFTRADE, ITS MANAGERS, OFFICERS, AND MEMBERS (AND THEIR AFFILIATES, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES) HAVE NOT MADE ANY REPRESENTATION WHATSOEVER TO HOLDERS REGARDING THE TAX CONSEQUENCES TO HOLDERS OR ANY OTHER PERSON WITH RESPECT TO THE AWARD AND ISSUANCE OF THE COLLECTOR INTERESTS PURSUANT TO THIS AWARD AGREEMENT. HOLDERS HAVE NOT RELIED, AND WILL NOT RELY, ON ANY SUCH REPRESENTATION FOR THEIR PERSONAL TAX PURPOSES.
- 2.6 Adjustments. In the event of a distribution in the form of additional Units, issuance of additional Units, a Unit split or a combination of Units, recapitalization or merger in which NFTrade is the surviving entity (other than a reverse merger in which Units outstanding immediately preceding the merger are converted by virtue of the merger into other property), or other change in NFTrade’s equity securities without the receipt of consideration by NFTrade, the number and kind of Units or other securities of NFTrade granted hereunder and the Distribution Threshold (as such is defined in the LLC Agreement) may be proportionately adjusted by the Managers, in their sole and absolute discretion, whose determination shall be binding on all persons. Adjustments pursuant to this Section shall not require the consent of any person or entity.
- 2.7 Change in Control. Notwithstanding any provision of this Agreement or the LLC Agreement to the contrary, if NFTrade incurs a Change in Control (as such is defined pursuant to Section 1.3(a) above), the Managers, in their sole and absolute discretion, shall determine the allocation methodology for the distribution of any net proceeds from such Change in Control to Holders including the allocation of non-cash consideration. The allocation methodology, as such is determined in the sole and absolute discretion of the Managers, shall provide Holders with a substantially similar economic and financial benefit as the Members holding Equity Interests after taking into account the Distribution Threshold (as such is defined in the LLC Agreement) so as to maintain the “collector interest” status of the grant made pursuant to this Agreement. For clarity purposes and subject to the foregoing provision governing the allocation of non-cash consideration, if NFTrade incurs a Change in Control (as such is defined pursuant to Section 1.3(b) above), such proceeds shall be distributed in accordance with the LLC Agreement.

### 3. INVESTMENT REPRESENTATIONS AND COVENANTS OF HOLDINGS.

3.1 Collector Interests Unregistered. Holders acknowledge and represent that Holders have been advised by NFTrade that:

- (a) the Collector Interests have not, and no offer or sale thereof has, been registered under the Securities Act;
- (b) the Collector Interests must be held indefinitely unless the offer and sale of such Collector Interests are subsequently registered under the Securities Act and all applicable state securities laws or an exemption from such registration is available;
- (c) there is no established market for the Collector Interests and it is not anticipated that there will be any public market for the Collector Interests in the foreseeable future;
- (d) a restrictive legend, in the form determined by NFTrade, may be placed on the certificates, if any, representing the Collector Interests; and
- (e) a notation shall be made in the appropriate records of NFTrade indicating that the Collector Interests are subject to restrictions on transfer and, if NFTrade should at some time in the future engage the services of a securities transfer agent, appropriate stop-transfer instructions will be issued to such transfer agent with respect to the Collector Interests.

3.2 Additional Investment Representations. Holders represent and warrant that:

- (a) The Collector Interests to be issued to Holders pursuant to this Award Agreement will be received for Holders' own account and not with a view to, or an intention of, a distribution thereof in violation of the Securities Act or any applicable state securities law and the Collector Interests will not be disposed of in contravention of the Securities Act or any applicable state securities laws;
- (b) Holders understands that there are substantial restrictions on the transferability of the Collector Interests and, on the Grant Date and for an indefinite period following the Grant Date, there will be no public market for the Profits Interests and, accordingly, it may not be possible for Holders to liquidate Holders' Collector Interests in case of emergency, if at all;
- (c) Holders are able to evaluate the risks and benefits of accepting the grant of Collector Interests and understand and have taken cognizance of all the risk factors related to the Collector Interests;
- (d) Other than as set forth in this Award Agreement, no representations or warranties have been made to Holders or Holder's representatives concerning the Collector Interests or NFTrade or any of its subsidiaries or their prospects or other matters;
- (e) Holders have been given the opportunity to ask questions of, and to receive answers from, NFTrade and its representatives concerning NFTrade and its subsidiaries, with respect to NFTrade's organizational documents and the terms

and conditions of the acquisition of the Collector Interests and to obtain any additional information which Holders deem necessary; and

- (f) Holders have been given ample opportunity to consult with independent tax, legal, accounting and other advisors and counsels regarding Holders' respective rights and obligations under this Award Agreement and the LLC Agreement and intend for such terms to be binding upon and enforceable against Holders, all of which are hereby voluntarily and willingly agreed to by Holders.

#### 4. MISCELLANEOUS.

- 4.1 Transfers to Permitted Transferees. Notwithstanding any provision of this Award Agreement to the contrary, the Collector Interests are subject to the transfer restrictions of the LLC Agreement. Any transfer or attempted transfer of Collector Interests in violation of any provision of this Award Agreement or the LLC Agreement shall be void, and NFTrade shall not record such transfer on its books or treat any purported transferee of such Collector Interests as the owner of such Collector Interests for any purpose.
- 4.2 Survival. All of the terms, covenants, conditions, representations, warranties and agreements of this Award Agreement shall survive and continue in full force and effect and shall be enforceable after the Grant Date.
- 4.3 Recapitalizations, Exchanges, Etc. Affecting Collector Interests. The provisions of this Award Agreement shall apply, to the full extent set forth herein with respect to Collector Interests, to any and all securities of NFTrade or any successor or assign of NFTrade (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Collector Interests, by reason of any dividend payable in interests, issuance of interests, combination, recapitalization, reclassification, merger, consolidation or otherwise.
- 4.4 Tax Liability/Withholding. This Award Agreement is subject to compliance with all applicable federal, state and local income, payroll or other taxes and withholding requirements of any kind applicable with respect to NFTrade and Holders. The interests granted hereunder are intended to be "collector interests" for United States federal income tax purposes pursuant to Revenue Procedures 93-27 and 2001-43. The Managers may take all reasonable actions as are necessary and appropriate to cause such grants to be treated as "collector interests" for all United States federal income tax purposes. Notwithstanding any provision of this Award Agreement to the contrary, NFTrade does not guarantee that any grant intended to be a "collector interest" will be treated as such for tax purposes, and none of the Managers, NFTrade or any other party will indemnify any individual or entity with respect to the tax consequences of such grants.
- 4.5 Cooperation. Holders agree to cooperate with NFTrade in taking any action reasonably necessary to consummate the transactions contemplated by this Award Agreement.
- 4.6 Binding Effect. The provisions of this Award Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that no transferee shall derive any rights under this Award Agreement unless and until such transferee has agreed to and becomes bound by the terms of this Award Agreement, pursuant to procedures established by NFTrade.

- 4.7 Amendment; Waiver. NFTrade may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate this Award Agreement, but no such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination shall materially adversely affect the rights of Holders hereunder without the consent of Holders. Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa. Where appropriate, any word denoting or referring to one gender shall be deemed to include the other gender.
- 4.8 Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any otherwise governing principles of conflicts of law. This Award Agreement shall not be construed or interpreted with any presumption against NFTrade by reason of NFTrade causing this Award Agreement to be drafted.
- 4.9 Judicial Proceedings. Any and all disputes under this Award Agreement shall be settled by arbitration. Such arbitration proceedings shall be conducted in Genesee County, Michigan, by a single arbitrator in accordance with the rules of the American Arbitration Association. The arbitrator shall be chosen from a class of disinterested experts qualified by education, training, and/or experience to resolve the particular issue in dispute in an informed and efficient manner. All determinations made by the arbitrator shall be in all respects final. No party shall have any right to appeal therefrom to the courts or otherwise, and judgment upon the determination may be entered in any court of competent jurisdiction. Unless the arbitration award assigns the fees and expenses of the arbitrator and the arbitration to a party, or among the parties, the fees and expenses charged by the arbitrator and the American Arbitration Association shall be divided equally among the parties.
- 4.10 Notices. Any notice or communication required or permitted to be given under this Award Agreement shall be deemed to have been given or made when published on the NFTrade website. Notices to NFTrade hereunder shall be addressed to NFTrade at its principal executive office, unless otherwise designated by NFTrade.
- 4.11 Integration. This Award Agreement and the LLC Agreement constitute the entire and complete agreement between the parties hereto with respect to the transaction contemplated by this Award Agreement and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which, in any way, change the terms, covenants, and conditions herein set forth and that no modification of this Award Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.
- 4.12 Counterparts. This Award Agreement may be executed in separate counterparts, and by different parties on separate counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 4.13 Injunctive Relief. Holders acknowledge and agree that a violation of any of the terms of this Award Agreement will cause NFTrade or any of its affiliates or subsidiaries irreparable injury for which adequate remedy at law is not available. Accordingly, it is agreed that NFTrade or any of its affiliates or subsidiaries shall be entitled, without posting a bond, to an injunction, restraining order or other equitable relief to prevent breaches of the provisions of this Award Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction in the United States or any state thereof, in addition to any other remedy to which it may be entitled at law or equity.

- 4.14 Rights Cumulative; Waiver. The rights and remedies of Holders and NFTrade under this Award Agreement shall be cumulative and not exclusive of any rights or remedies which they would otherwise have hereunder or at law or in equity or by statute, and no failure or delay by any party in exercising any right or remedy shall impair any such right or remedy or operate as a waiver of such right or remedy, nor shall any single or partial exercise of any power or right preclude such party's other or further exercise or the exercise of any other power or right. The waiver by any party hereto of a breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise the same at any subsequent time or times hereunder.
- 4.15 Conflict. Except to the extent specifically provided in Section 2.10 above, in the event of any conflict between this Award Agreement and the LLC Agreement, the LLC Agreement shall control.
- 4.16 Non-Guarantee of Employment or Service. Nothing in this Award Agreement shall confer any right on any party or person to continue in the service of NFTrade or any of its affiliates or subsidiaries or shall interfere in any way with the right of NFTrade or any such affiliate or subsidiary to terminate such service at any time with or without cause or notice and whether or not such termination results in: (a) the failure of any award to vest; (b) the forfeiture of any portion of any award; or (c) any other adverse effect on a party's or person's interests under this Award Agreement.
- 4.17 Compliance with Securities Laws. If at any time the Managers determine that the delivery of a Collector Interests under this Award Agreement is or may be unlawful under the laws of any applicable jurisdiction, or federal, state or foreign securities laws, the right to receive Collector Interests shall be suspended until the Managers determine that such delivery is lawful. NFTrade shall have no obligation to effect any registration or qualification of the Collector Interests under federal, state or foreign laws.
- 4.18 Non-Waiver Separability of Provisions. Each provision of this Award Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Award Agreement which are valid.
- (a) Administration of this Award Agreement. This Award Agreement shall be administered by the Managers (or, a committee designated by the Managers to administer this Award Agreement). The Managers shall have the full power and authority to take all actions necessary to carry out the purpose and intent of this Award Agreement, including, but not limited to, imposing, such terms, limitations, restrictions and conditions upon any such award. The Managers shall also have full power and authority, in their sole and absolute discretion, to administer, construe and interpret this Award Agreement and all other documents related to the issuance of Collector Interests, to establish, amend, rescind and interpret such rules, regulations, agreements, guidelines and instruments for the administration of this Award Agreement and for the conduct of its business as the Managers deem necessary or advisable, and to correct any defect, supply any omission or reconcile any inconsistency in this Award Agreement or in any award in the manner and to

the extent the Managers shall deem it desirable to carry it into effect. The Managers' determinations need not be uniform and may be made by the Managers selectively among persons who receive, or are eligible to receive, Collector Interests from NFTrade, whether or not such persons are similarly situated. All actions taken and decisions and determinations made by the Managers shall be conclusive and binding on all parties concerned. To the maximum extent permitted by law, the Managers and each Member and Manager shall not be liable for any action taken or decision made in good faith relating to this Award Agreement. To the maximum extent permitted by law and under the LLC Agreement, each Member and Manager shall be indemnified by NFTrade in respect of all their activities under this Award Agreement to extent that such actions are taken (or, not taken) in good faith.

IN WITNESS WHEREOF, the undersigned have executed this Award Agreement as of the date above first written.

NFTRADE LLC

By: Adam Long, Managing Member

By: Adam Long

Name: Adam Long

Title: Managing Member



