

## Chainsmokers Promotion

### OFFICIAL DROP TERMS

Sponsored by Royal Markets Inc. (“**Sponsor**”).

NO ENTRY FEE. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

The “**Chainsmokers**” NFT drops on the Royal Platform (the “**Drop(s)**”) begin on May 9, 2022, at 12:01am EDT and ends on May 11, 2022 at 12:01am EDT (the “**Promotion Period**”).

#### 1. Agreement to Official Drop Terms.

- (a) By entering or participating in either of the Drops contemplated hereunder, you accept and agree to be bound by these “**Official Drop Terms**,” the Royal Terms of Service, which can be found here <https://royal.io/legal/tos> (the “**Royal Terms**”), and all terms in the NFT Purchase and Streaming Royalties Agreement (the “**Purchaser Agreement**”) associated with these Official Drop Terms (both of which are herein incorporated by reference). All capitalized terms used but not defined herein shall have the respective meaning given to them in the Royal Terms and the Purchaser Agreement. For the avoidance of doubt, the Royal Terms and the Purchaser Agreement will apply to the Song Token (as defined below) holders as if such holders purchased the Song Token, even though the Drop participants will make no purchase to receive a Song Token hereunder. In the event of any conflict between these Official Drop Terms, the Royal Terms, and the Purchaser Agreement, these Official Drop Terms will govern with respect to the operation of the Drops.
- (b) You understand and acknowledge that the Drops will be fulfilled by the band known as the Chainsmokers or its affiliate (collectively, the “**Chainsmokers**”), and that Royal Markets Inc. is not responsible for the lack of or delay in fulfillment of any Song Token as further set forth in the Purchaser Agreement. The Royal Terms and the Purchaser Agreement apply only to the Song Token holder’s use of the Song Token after the Song Token has been fulfilled by the applicable Chainsmokers entity. For the avoidance of doubt, the Drops contemplated hereunder consist of (i) the Initial Drop (as defined below) and (ii) the VIP Drop (as defined below).

- 2. **Eligibility.** The Initial Drop is open to individuals who are at least eighteen (18) years of age or older at the time of entry. The VIP Drop (as defined below) is open only to Initial Drop Song Token Holders (as defined below). Initial Drop Song Token Holders will be automatically entered into the VIP Drop. The Drops are void where prohibited by law. Individuals who are residents of a state, country, or other jurisdiction in which the laws of the United States or local law prohibits participation in, or receipt of a Song Token or VIP Ticket (as defined below) in connection with, the Drops are not eligible to enter the Drops. Employees of Sponsor and its parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Promotion Period, and their respective immediate family members and persons living in the same household, are also not eligible to participate in the Drops. For the avoidance of doubt, persons located in any country to which the United States has embargoed goods or has otherwise applied any economic sanctions are not eligible for participation.

- 3. **How to Participate.** You are eligible to participate in the Initial Drop by doing the following actions:

- (a) Before the Promotion Period: You are on the Chainsmokers Band’s fan list, as determined by the Chainsmokers Band in its sole discretion and compiled from the Chainsmokers Band’s email fan list prior to May 9, 2022 at 12:01am EDT; or

- (b) During the Promotion Period: Log into the Chainsmokers Band's official Discord server (the "**Chainsmokers Discord**") and enter your email address to the announcement for the Drops made in the Chainsmokers Discord; and
- (c) After the Promotion Period: After receiving an email from the Chainsmokers confirming that you are eligible to claim a Song Token (as defined in clause 5(a) below) (the "**VIP Email**"), create an account on the Royal website, royal.io, (the "**Royal Website**") before May 17, 2022 at 6:00pmEDT using the same email address you received the VIP Email. If you already have an account on the Royal Website using the same email address you received the VIP Email, no further action needs to be made. If you already have an account with the Royal Website using a different email address you received the VIP Email, then you must create a new account on the Royal Website using the email address you received the VIP Email. Accounts on the Royal Website are free.

(collectively 3(a) - 3(c), the "**Chainsmokers Entries**");

OR

- (d) You have an account on the Royal Website that was created prior to May 17, 2022 at 8:00pmEDT (the "**Royal Account Entries**"). For clarity, individuals with either Chainsmokers Entries or Royal Account Entries must make an account on the Royal Website prior to May 17, 2022 at 8:00pmEDT to be eligible to participate in the Drop.

No automatically generated, photocopies or other form of mechanically reproduced entries will be accepted. Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods.

**Maximum one (1) Entry per person.** Only one (1) entry per person, household, Royal Website account and/or email address is permitted as described herein. Entrants submitting multiple entries or violating any of these Official Drop Terms will be disqualified. Proof of submission of an entry does not constitute proof of delivery or receipt.

**Note: To claim a Song Token in the Initial Drop and be eligible for the VIP Drop, the potential Song Token holder will be required to create or already have an account on the Royal Website. Creating an account will require the collection of personal information for identity verification purposes. Potential Song Token holders that do not create an account on the Royal Website as set forth in clause 3(a)-3(d) and/or if their account on the Royal Website is not approved by Sponsor via the verification process will not be eligible to participate in a Drop. ALL POTENTIAL SONG TOKEN HOLDERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A HOLDER OF ANY SONG TOKEN OR VIP TICKET UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH ALL REQUIREMENTS TO CLAIM A SONG TOKEN OR PARTICIPATE IN THE VIP DROP HAVE BEEN VERIFIED AND FULFILLED, AND THE ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

#### 4. Description of the Drops:

##### Initial Drop:

- (a) Four Thousand Seven Hundred (4,700) NFTs, each linked to a Streaming Royalty Share (as defined in the Purchaser Agreement) equal to 0.0002% of Streaming Royalties (as defined in the Purchaser Agreement) for the sound recordings embodied on the standard edition of the album "*So Far So Good*" as recorded by the artists p/k/a "The Chainsmokers" (the "**Album**") (such NFT's, the "**Song Token(s)**") (for the avoidance of doubt, the Album does not include deluxe versions of, remixes of

or derivative works of the album titled “So Far So Good”). The Song Tokens dropped in the Initial Drop shall be referred to as the “**Initial Drop Song Tokens**”.

- (b) Initial Drop entries meeting the requirements of these Official Drop Terms will be entered into the initial drop to be held on May 17, 2022 at or soon as reasonably possible after: (a) 6:00pmEDT for the Chainsmokers Entries (“**Initial Drop Phase One**”); and (b) 8:00pmEDT for Royal Account Entries (“**Initial Drop Phase Two**”) (the “**Initial Drop**”). During Phase One of the Initial Drop, Four Thousand (4,000) Song Tokens will be available for eligible persons with Chainsmokers Entries to claim on a first come first serve basis on the Royal Website by visiting the Royal Website as directed and claiming a Song Token. During Phase Two, Seven Hundred (700) Song Tokens (and any Song Tokens unclaimed from Phase One) will be available for eligible persons with Chainsmokers Entries or Royal Account Entries to claim on a first come first serve basis on the Royal Website by visiting the Royal Website as directed and claiming a Song Token. Sponsor’s clock will be the official clock for the Promotion Period, the Phase One, and Phase Two start times. Holders of Song Tokens from the Initial Drop (“**Initial Drop Song Token Holders**”) will automatically be entered into a subsequent drop for the VIP Tickets (as defined in Section 5(a) below)) (the “**VIP Drop**”). Initial Drop Song Token Holders will also, as part of the Initial Drop, gain access to an exclusive Discord channel on the Chainsmokers Discord (“**Discord Access**”) and any other future perks associated with ownership of a Song Token. Any buyer or transferee of a Song Token that wishes to redeem the Initial Drop Song Tokens, as applicable, must have an account on the Royal Website.

#### **VIP Drop:**

- (a) As of May 20, 2022 on or around 12:00pmEDT (the “**VIP Announcement**”), Chainsmokers or its designee will determine, in its sole discretion, which of the Initial Drop Song Token Holders were the first three (3) Initial Drop Song Token Holders to (i) create an account on the Royal Website immediately following the Drop announcement on May 12 at 11:00amEDT, (ii) enter their email address into the announcement for the Drops made on the Chainsmokers Discord on May 9, 2022; or (iii) claim a Song Token on the Royal Website on May 17, 2022. Each of these three (3) Initial Drop Song Token Holders will receive the following additional benefits: two (2) VIP tickets, which includes a meet-and-greet opportunity, at select headlining Chainsmokers’ shows (such shows to be determined by Chainsmokers or its designee in its sole discretion) (such tickets shall be referred to as “**VIP Tickets**”).
- (b) Chainsmokers will notify the three (3) Initial Drop Song Token Holders who receive the VIP Tickets by email (each Initial Drop Song Token Holder who satisfied the requirements in the VIP Drop paragraph 4(a)(i)-(iii)). To be eligible to claim the VIP Tickets, the Song Token must have been claimed by the Initial Drop Song Token Holder at the Initial Drop, and the Initial Drop Song Token Holder must be at least twenty-one (21) years old. VIP Tickets are only redeemable once and do not include tickets to any other concerts or festivals. If a person otherwise satisfies the requirements in VIP Drop paragraph 4(a)(i)-(iii), but did not claim a Song Token in the Initial Drop, then Chainsmokers will look to the second (2<sup>nd</sup>) Initial Song Token Holder to, as applicable, create an account on the Royal Website, enter their email address into the announcement for the Drops made on the Royal Website, or claim a Song Token, and so on and so forth..
- (c) If not previously redeemed, the VIP Tickets will transfer with any transfer of the Song Token. VIP Tickets must be redeemed and claimed by December 31, 2023. Any buyer or transferee of an eligible Song Token that wishes to redeem the VIP Tickets, as applicable, must have an account on the Royal Website, and must be at least twenty-one (21) years old.

Whether a potential Song Token holder is able to participate in the Drops depend on the total number of eligible Chainsmokers Entries and Royal Account Entries received and each eligible participant's timing for claiming an Initial Drop Song Token (and with respect to the VIP Drop, each eligible participant's timing for creating an account on the Royal Website or entering their email address into the announcement for the Drops made on the Chainsmokers Discord) in accordance with these Official Drop Terms. No cash or other substitution of a Song Token is permitted whatsoever. Sponsor will not replace any lost or stolen Song Tokens. Song Token holders are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to the Song Tokens, if any. You agree to provide Sponsor with any additional information and complete any required tax or other forms relating to your receipt of a Song Token, if applicable.

**DISCLOSURE: THE VALUE OF CRYPTOCURRENCY, DIGITAL ASSETS, AND NFTS ARE SUBJECT TO CHANGE. THERE CAN BE A SUBSTANTIAL RISK THAT IT COULD LOSE VALUE (POSSIBLY ALL VALUE) AS A RESULT OF BUYING, SELLING, OR HOLDING CRYPTOCURRENCY, DIGITAL ASSETS, OR NFTS.**

**THE VALUE OF ANY NFT IS SUBJECTIVE AND THEREFORE CAN BE VOLATILE. NFTS AND SIMILAR ASSETS ARE COLLECTIBLES AND HAVE NO INHERENT OR INTRINSIC VALUE. SPONSOR DOES NOT AND CANNOT GUARANTEE THAT ANY NFT WON WILL RETAIN ITS ORIGINAL VALUE. ANY SONG TOKEN HOLDER AGREES TO ASSUME ALL RISK ASSOCIATED WITH THE USE AND VALUE OF THE NFT.**

5. **Notification to Song Token Holders.** Those who have successfully acquired an Initial Drop Song Token will be able to view their claimed Song Token in their respective wallets on the Royal Website within forty-eight (48) hours of claiming. The VIP Holders will be notified by email by the Chainsmokers (or its designee) after the VIP Announcement at the email address that the VIP Holder used to create their account on the Royal Website. Sponsor and the Chainsmokers assume no responsibility for undeliverable emails (e.g., resulting from any form of active or passive filtering by an email client or for insufficient space in an email account to receive an email). If a selected potential Song Token holder cannot be contacted, is ineligible, fails to respond to the email in the time allotted and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, their Song Token may be forfeited and an alternate person may be selected from remaining valid, eligible options. Potential Song Token holders that entered the Initial Drop by email that do not create a new Royal account before May 17, 2022 (or if they do not already have a Royal account) will forfeit the Initial Drop Song Token and not be eligible for the Drop. The Initial Drop Song Token will be fulfilled within approximately forty-eight (48) hours of holder verification; the VIP Ticket will be fulfilled within approximately three (3) days of holder verification. Upon a forfeiture of a Song Token, Sponsor will have no further obligation to that person. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

6. **Disclaimers and Limitations on Liability.**

(a) Sponsor and the Chainsmokers are not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, garbled, misdirected or undeliverable entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties or any technical hardware or software failures of any kind, which may limit a person's ability to participate in the Drop.

(b) In no event will more than the stated number of Song Tokens be made available in the Drops.

- (c) IN NO EVENT WILL SPONSOR OR THE CHAINSMOKERS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE DROPS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. **Indemnification.** You agree to release, indemnify, defend and hold Sponsor and the Chainsmokers and their respective parents, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to any of the Drops, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in these Drops or acceptance or use of a Song Tokens, including, without limitation, (i) any condition caused by events beyond Sponsor or Chainsmokers' control that may cause the Drop(s) to be disrupted or corrupted; (ii) the Song Tokens, or acceptance, possession, or use of the Song Tokens, or from participation in the Drop(s); and (iii) any printing or typographical errors in any materials associated with the Drop(s).
8. **Publicity.** Except where prohibited, by participating in any of the Drops, you consent to the use of your name, photo and/or likeness, biographical information, entry and statements attributed to you (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsor's newsletters, homepages located at <https://www.royal.io> and those of our partners and our social media channels (including <https://instagram.com/joinroyal/> and <https://twitter.com/joinroyal>) (including, without limitation, to name you as a participant in the Drop(s)) without additional compensation.
9. **Additional Conditions.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend any of the Drops in whole or in part, if in Sponsor's opinion (a) such Drop is not capable of running as planned by reason of the occurrence of any event beyond its control including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications, equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Drop by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control, or (b) any other factors beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Drops, in all instances without liability to the any person. Sponsor also reserves the right to disqualify any person, as determined by Sponsor, in its sole discretion.
10. **Governing Law and Choice of Forum.** These Official Drop Terms are governed by the law of the State of Delaware, USA without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, these Drops or these Official Drop Terms must be brought in either the federal courts or state courts located in Delaware.
11. **Personal Information.** Sponsor may collect personal data about persons participating in the Drop(s) online, in accordance with its privacy policies and as may be more specifically set forth in these Official Drop Terms. Please review these Official Drop Terms and Sponsor's Privacy Policy, which can respectively be found at <https://royal.io/legal/privacy>.
12. **Third Party Platforms.** If these Drops are hosted, administered, or operated on a third party platform, including without limitation a social media platform (e.g., Facebook, Instagram, Discord, or Twitter) ("**Third Party Platform**"), then by participating in any of these Drops, persons participating in the Drop(s) hereby release and agree to comply with all rules and policies set forth by such Third Party Platform and to hold

harmless such Third Party Platform from any and all liability, loss or damages arising from or in connection with the receipt, and/or use or misuse of Song Tokens or participation in any Song Token related activities. These Drops are not sponsored, endorsed or administered by, or associated with, any Third Party Platform.

13. **Song Token Holder List.** For the names of all Song Token holders, send an email message to [notices@royal.io](mailto:notices@royal.io) with “Song Token Holders - “Chainsmokers Promotion” as the email subject and “Song Token Holders - “Chainsmokers Promotion” specified in the body of the email. Requests must be received within four (4) weeks of the end of the Promotion Period. The list of Song Token holders will be available after all the holders have been verified.
14. **Sponsor:** Royal Markets Inc. 207 San Jacinto Blvd, Suite 301. Austin, TX 78701
15. **Contact.** If you have any questions relating to these Drops, you may contact Sponsor via email at: [notices@royal.io](mailto:notices@royal.io).