

# CONDITIONS OF SALE AND AUTHORSHIP WARRANTY FOR NON-FUNGIBLE TOKENS

These Conditions of Sale and Authorship Warranty For Non-Fungible Tokens (“NFT Conditions of Sale”) set forth below govern the relationship between registered bidders and buyers (“you,” “your,” “bidders,” “buyers”), on the one hand, Phillips Auctioneers LLC, Auction License 2013224, (“Phillips”, “we”, “our” or “us”) and the sellers, on the other hand. All prospective buyers should read these NFT Conditions of Sale carefully before bidding on an NFT (defined below).

## 1 Introduction

By bidding on an NFT at auction, you agree to be bound by these NFT Conditions of Sale as modified by any additional notices or terms published in the online saleroom.

By bidding on an NFT Lot at the auction, whether in person, through an agent, by written bid, by telephone bid or other means, bidders and buyers agree to be bound by these NFT Conditions of Sale, as so changed or supplemented.

These NFT Conditions of Sale, as so changed or supplemented, contain all the terms on which Phillips and the seller contract with the buyer.

## 2 Phillips as Agent

Phillips acts as an agent for the seller of the NFT Lot, unless otherwise indicated in the auction catalogue, or lot page, or at the time of auction. On occasion, Phillips may own a lot directly, in which case we will act in a principal capacity as a consignor, or a company affiliated with Phillips may own a lot, in which case we will act as agent for that company, or Phillips or an affiliated company may have a legal, beneficial or financial interest in a lot as a secured creditor or otherwise.

## 3 Descriptions and Condition

The lot being offered subject to these NFT Conditions of Sale in this auction is not an artwork. It is a Non-Fungible Token (“NFT”), which is a unit of data on the blockchain representing a digital file in existence at the moment of the sale. The NFT has been created by the Seller and Phillips is unable to verify or make any representation as to the nature, operation, character or contents of the NFT. The NFT is sold “as-is” and pursuant to the terms of its Smart Contract (defined below). Hereafter the lot may be described as a “Lot” or as the “NFT”. If you are the successful bidder on an NFT sale you will, subject to the terms of these NFT Conditions of Sale acquire title to the NFT.

The digital file to which the NFT relates (“the Artwork”) is not the subject of this sale and has also been created by the Seller. Phillips makes no representation and provides no warranty whatsoever in relation to the nature, description, uniqueness, functionality, operation, use, fitness, utility or compatibility with digital platforms and/or software for purpose of the digital file, either now or in the future.

For the avoidance of doubt, Phillips is not selling any ownership rights to the Artwork, or the copyright to the Artwork, related to the NFT. Phillips is only selling the ownership rights to the NFT.

Prospective buyers acknowledge these limitations of Phillips’ descriptions and accept responsibility for carrying out inspections and investigations to satisfy themselves as to the NFT being offered for sale in this auction, and further acknowledge that it is your sole responsibility to conduct pre-bidding diligence into the NFT and that you assume all risk of loss or damage to the NFT upon transfer of the same to Buyer (pursuant to the terms set out herein), including without limitation, responsibility to provide appropriate maintenance (including without limitation, hosting) and security relating to the NFT. Notwithstanding the foregoing, we will exercise reasonable care when making express statements in online descriptions as is consistent with our role as auctioneer of the NFT and in light of: (i) information provided to us by the Seller; (ii) scholarship and technical knowledge available to us; and (iii) the generally accepted opinions of relevant experts, in each case at the time any such express statement is made.

Online descriptions of the NFT may include an Etherscan link to the blockchain, a description of the NFT, its functionality, the history of ownership of the NFT (also referred to as “provenance”), as well as any exhibition history and references to the NFT or the digital file to which the NFT relates (“the Artwork”) in art publications. While we are careful in the cataloguing process, provenance, exhibition, and literature references may not be exhaustive. The above information regarding provenance and history of the NFT may also be available and visible in the blockchain ledger of transactions relating to the NFT, and Phillips has no control over and accepts no responsibility for the transactions recorded or displayed in the blockchain in relation to the NFT.

Photographs, Videos and illustrations are for identification purposes only and cannot be used as precise indications of size or convey full information as to the condition of the NFT or the Artwork. We make every effort to describe the NFT and Artwork in the auction as accurately as possible. Where colors are displayed, the colors you see will, however, depend on the resolution of your monitor or of your mobile device. We cannot guarantee that your monitor’s or your mobile device’s display of any color will reflect accurately the color of the items described.

Information provided in respect to online descriptions of the NFT or the Artwork and any condition report (where available), or link to the blockchain whether written or oral, is not a representation of fact but rather a statement of opinion held by Phillips.

## Condition

You agree that the NFT is sold “as is” and in the condition that it is in at the time of the auction, subject to your cancellation right set forth in paragraph 10 below.

Online descriptions of the NFT or the Artwork or links to the blockchain may include references to condition and intended functionality. Such references, though, do not amount to a full description of condition and functionality. The absence of reference to the condition and functionality of the NFT or the Artwork in their online descriptions does not imply that the NFT or the Artwork is free from faults or imperfections, and you acknowledge and agree to take all necessary care in inspecting the NFT or the Artwork and information available on the blockchain to satisfy yourself with their condition, the accuracy of their description, and their characteristics prior to bidding.

Phillips will provide an Etherscan link to the Ethereum blockchain based contract governing the programming and terms of the NFT (“Smart Contract”) for the NFT in the auction to prospective buyers, and you hereby acknowledge and agree that you are solely responsible for reviewing and inspecting the Smart Contract prior to purchase, and that by bidding on the NFT you are agreeing to the terms and conditions set forth in the Smart Contract by the Seller, and you acknowledge and agree that our staff are not Information Technology or data experts, and that by bidding on the NFT, you accept that NFTs and Smart Contracts are subject to inherent technological risks which may affect their performance now or in the future, and Phillips makes no representations or warranties in relation to the condition, performance, security, quality, representations and warranties, or terms of the NFT, the Artwork, or its Smart Contract.

Phillips accepts bids on lots on the basis that bidders (and independent experts on their behalf, to the extent appropriate given the nature and value of the lot and the bidder’s own expertise) have fully satisfied themselves as to both the condition of the lot and the accuracy of its description prior to bidding.

## Viewing

NFTs, due their nature as a unit of data, are not available for physical inspection. However, the Smart Contract for the subject NFT will be available for review by all prospective bidders via its corresponding Etherscan link.

## Estimates

Each Lot will be offered for sale with estimates upon request, unless otherwise noted on the Lot’s page. Estimates are intended as a guide for prospective buyers. Any bid within the high and low estimate range should, in Phillips’ opinion, offer a chance of success. However, many lots achieve prices below or above the estimates. Estimates may not be relied on as a prediction of the selling price or value of the lot and may be revised from time to time by Phillips in our absolute discretion. Neither Phillips nor any of our affiliated companies shall be liable for any difference between the pre-sale estimates for any lot and the actual price achieved in the auction or upon resale. Estimates do not include Buyer’s Premium or other applicable charges and taxes.

## 4 Registration and Approval

### NFT Bidding Registration Requirements

(a) In order to bid on an NFT you must prior to bidding have a wallet capable of supporting and accepting the token type identified on the NFT Lot’s page (for example, token types may include but are not limited to a ERC-721 tokens, or a ERC-1155 token, in any event the type of NFT token for sale will be identified on the NFT Lot’s page).

(b) With respect to NFT lots, we will accept payment in Ether only if made via a digital wallet transfer of Ether to Phillips’ secure wallet address. Please note that payment will only be accepted in Ether if you demonstrate to our satisfaction that the payment will be

made from a wallet registered to you and maintained with one of the following platforms:

Coinbase Custody Trust;  
Coinbase, Inc.;  
Fidelity Digital Assets Services, LLC;  
Gemini Trust Company, LLC; or  
Paxos Trust Company, LLC.

(c) Payments from digital wallets that are hosted at other exchanges or are self-hosted wallets will not be recognised or accepted and in such circumstances payment will be required by Phillips in US dollars.

(d) If you are the successful bidder you agree to provide us with all information and documentation we request in order to verify your identity and to confirm that the Ether payment was made from a digital wallet registered in your name and maintained at by one of the platforms above. Partial payments of a lot from multiple digital wallets will not be accepted

(e) If you choose to make payment of the Purchase Price of an NFT in Ether, you represent and warrant that your bids on the NFT auction will not exceed the amount of Ether you own, and are responsible for evaluating the Ether equivalent of your bidding in US dollars at the time of your bid, and that you are hereby solely responsible and liable to obtain and pay the amount of Ether we invoice to you if you elect to pay in Ether for an NFT Lot.

(f) If you do not have an existing Phillips bidding account, you can create one by providing the information requested on our registration page for the auction. In order to register, you are required to supply the information requested on the registration page, including a valid credit card and other information and verification information required by Phillips, including:

1) For private individuals:

- (i) full name, nationality and date of birth;
- (ii) a copy of a government issued photo ID (e.g. passport, national ID card); and
- (iii) proof of permanent residential address dated within the last 3 months (e.g. bank or credit card statement, utility bill, tax authority letter) unless this already appears on the photo ID
- (iv) a valid credit card in your name.

2) For companies:

- (i) company name, place of incorporation/registration; registered number and nature of business;
- (ii) registered address (and business address if different)
- (iii) directors, shareholders and authorized signatories (if different than the directors)
- (iv) certificate of incorporation or equivalent document or extract from relevant company registry or most recent tax return or audited accounts; and other information we may request to verify the directors and shareholders.

(g) Phillips will only accept bids from physical persons or corporate entities. Unless we agree otherwise in writing any bid placed by a physical person or corporate entity shall be considered a bid placed on behalf of that person or corporate entity only and as principal. The registered person or corporate entity will be fully responsible for any such payment due because of that bid and payment must be made by that person or corporate entity. If the purchase price is paid in Ether the payment must be made from a wallet registered to the successful bidder and maintained by one of the platforms listed above.

#### Existing bidding account holders

If you have an existing bidding account with Phillips, you will be asked to confirm your account details when you register to bid on the NFT and may be asked to provide updated identification, credit and payment information based on the NFT bidding requirements.

You can view and edit your information by clicking on 'My Account' online or on the Phillips App.

## 5 Conduct of the Auction

### (a) Reserves

Unless a Lot is accompanied by the symbol [\*] each Lot in the auction is offered for sale subject to a reserve. The reserve will not exceed the low estimate of the Lot.

Phillips may, at our discretion, choose to lower the reserve for any Lot during the auction.

### Actions Phillips Can Take

(a) The auctioneer has discretion at any time to refuse any bid, withdraw any lot, re-offer a lot for sale (including after the fall of the hammer) if he or she believes there may be error or dispute and take such other action as he or she deems reasonably appropriate. Phillips shall have no liability whatsoever for any such action taken by the auctioneer. If any dispute arises after the sale, our sale record is conclusive. The auctioneer may accept bids made by a company affiliated with Phillips provided that the bidder does not know the reserve placed on the lot.

(b) In the case of an error or dispute and whether during or after the auction, Phillips may continue the bidding, determine the successful bidder, cancel the sale of the NFT, or reoffer and resell the NFT. If you believe that Phillips has accepted the successful bid in error, you must provide a written notice detailing your claim within 3 business days of the date of the auction of the NFT. Phillips will consider such claim in good faith. If in the exercise of our discretion under this paragraph, Phillips decides after the auction is complete, to cancel the sale of the NFT, or reoffer or sell the NFT, we will notify the successful bidder no later than the 7th calendar day following the sale of the NFT. Phillips' decision in the exercise of this discretion is final. This paragraph does not in any way prejudice Phillips' ability to cancel the sale of the NFT under any provision of these NFT Conditions of Sale, including any other rights of cancellation set forth herein or under applicable law.

### Bidding at the Auction

(a) Phillips has absolute discretion to refuse admission to the auction or participation in the sale. All bidders must register for a paddle prior to bidding, supplying such information and references as required by Phillips.

(b) As a convenience to bidders who cannot attend the auction in person, Phillips may, if so instructed by the bidder, execute written absentee bids on a bidder's behalf. Absentee bidders are required to submit bids on the Absentee Bid Form, a copy of which is printed in this catalogue or otherwise available from Phillips. Bids must be placed in the currency of the sale. The bidder must clearly indicate the maximum amount he or she intends to bid, excluding the buyer's premium and any applicable sales or use taxes. The auctioneer will not accept an instruction to execute an absentee bid which does not indicate such maximum bid. Our staff will attempt to execute an absentee bid at the lowest possible price taking into account the reserve and other bidders. Any absentee bid must be received at least 24 hours in advance of the sale. In the event of identical bids, the earliest bid received will take precedence.

(c) Telephone bidders are required to submit bids on the Telephone Bid Form, a copy of which is printed in the auction catalogue or otherwise available from Phillips. Telephone bidding is available for lots whose low pre-sale estimate is at least \$1,000. Phillips reserves the right to require written confirmation of a successful bid from a telephone bidder by fax or otherwise immediately after such bid is accepted by the auctioneer. Telephone bids may be recorded and, by bidding on the telephone, a bidder consents to the recording of the conversation.

(d) Bidders may also participate in an auction by bidding online through Phillips's online live bidding platform available on our website at [www.phillips.com](http://www.phillips.com) or the Phillips App available to download from the iTunes® App Store.

(e) Our online bidding platform is optimized to run on Google Chrome, Firefox, Safari, Opera and Internet Explorer browsers.

(f) While we do everything within our control to ensure your participation in the auction runs smoothly, technical problems beyond our reasonable control sometimes occur. These include, for example, broadband and other internet capacity constraints, corporate firewalls, errors in the quality or display of digital images, errors in software and other technical problems. Phillips does not accept liability for any such difficulties or errors.

(g) Bidding in a live auction can progress quickly. To ensure that online bidders are not placed at a disadvantage when bidding against bidders in the room or on the telephone, the procedure for placing bids through Phillips's online bidding platform is a one-step process. By clicking the bid button on the computer screen, a bidder submits a bid. Online bidders acknowledge and agree that bids so submitted are final and may not under any circumstances be amended or retracted. During a live auction, when bids other than online bids are placed, they will be displayed on the online bidder's computer screen as 'floor' bids. 'Floor' bids include bids made by the auctioneer to protect the reserve. In the event that an online bid and a 'floor' or 'phone' bid are identical, the 'floor' bid may take precedence at the auctioneer's discretion. The next bidding increment is shown for the convenience of online bidders in the bid button. The bidding increment available to online bidders may vary from the next bid actually taken by the auctioneer, as the auctioneer may deviate from Phillips's standard increments at any time at his or her discretion, but an online bidder may only place a bid in a whole bidding increment. Phillips's bidding increments are published in the

(h) The auctioneer will commence and advance the bidding at levels and in increments he or she considers appropriate. In order to protect the reserve on any lot, the auctioneer may place one or more bids on behalf of the seller up to the reserve without indicating he or she is doing so, either by placing consecutive bids or bids in response to other bidders. If a lot is offered without reserve, unless there are already competing absentee bids, the auctioneer will generally open the bidding at 50% of the lot's low pre-sale estimate. In the absence of a bid at that level, the auctioneer will proceed backwards at his or her discretion until a bid is recognized and will then advance the bidding from that amount. Absentee bids on no reserve lots will, in the absence of a higher bid, be executed at approximately 50% of the low pre-sale estimate or at the amount of the bid if it is less than 50% of the low pre-sale estimate. If there is no bid whatsoever on a no reserve lot, the auctioneer may deem such lot unsold.

(i) When making a bid, whether in person, by absentee bid, on the telephone or online, a bidder accepts personal liability to pay the purchase price, as described more fully in Paragraph 6 (a) below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips before the commencement of the auction that the bidder is acting as agent on behalf of an identified third party acceptable to Phillips and that we will only look to the principal for such payment.

(j) By participating in the auction, whether in person, by absentee bid, on the telephone or online, each prospective buyer represents and warrants that any bids placed by such person, or on such person's behalf, are not the product of any collusive or other anti-competitive agreement and are otherwise consistent with federal and state antitrust law.

(k) Arranging absentee, telephone and online bids is a free service provided by Phillips to prospective buyers. While we undertake to exercise reasonable care in undertaking such activity, we cannot accept liability for failure to execute such bids except where such failure is caused by our willful misconduct.

(l) Employees of Phillips and our affiliated companies, including the auctioneer, may bid at the auction by placing absentee bids so long as they do not know the reserve when submitting their absentee bids and otherwise comply with our employee bidding procedures.

(m) Bidding will be in US Dollars. Bidding generally opens below the low estimate and advances in increments of up to ten percent (10%), subject to Phillips' discretion, as follows:

\$50 to \$1,000	by \$50s
\$1,000 to \$2,000	by \$100s
\$2,000 to \$3,000	by \$200s
\$3,000 to \$5,000	by \$200s, \$500s, \$800s
\$5,000 to \$10,000	by \$500s
\$10,000 to \$20,000	by \$1,000s
\$20,000 to \$30,000	by \$2,000s
\$30,000 to \$50,000	by \$2,000s, 5,000, 8,000
\$50,000 to \$100,000	by \$5,000s
\$100,000 to \$200,000	by \$10,000s
above \$200,000	at the auctioneer's discretion

(n) By placing a bid on an NFT Lot, you accept personal liability to pay the Purchase Price, as described more fully in Paragraph 6 below, plus all other applicable charges unless it has been explicitly agreed in writing with Phillips before the commencement of the auction that you are acting as agent on behalf of an identified third party physical person or corporate entity acceptable to Phillips and that we are able to verify the identity of such person or corporate entity and that we have agreed that we will look to the principal for such payment.

(o) Subject to the auctioneer's reasonable discretion, the highest bidder accepted by the auctioneer will be the buyer and the striking of the hammer marks the acceptance of the highest bid, unless special circumstances require Phillips to exercise its discretion. A contract for sale of an NFT is formed between the Seller of the NFT and the highest bidder on the NFT at that time, and the buyer will enter into the Smart Contract governing that NFT with the Seller at the time of the winning bid. Risk and responsibility for the lot passes to the Buyer as set forth in Paragraph 6 below. You are solely responsible for reviewing the terms of the Smart Contract governing that Lot prior to your purchase.

(p) Winning bidders will be notified and contacted by email after the auction has closed.

(q) If an NFT lot is not sold, the auctioneer will announce that it has been "passed," "withdrawn," "returned to owner" or "bought-in."

(r) Any post-auction sale of lots offered at auction shall incorporate these NFT Conditions of Sale as if sold in the auction unless the buyer and Phillips agree otherwise in writing.

#### Currency and Conversion

(a) The sale of the NFT will be conducted and invoiced in US dollars and all payments are due in either US dollars or in Ether. Each bidder will be responsible for conducting their own U.S. Dollar to Ether cryptocurrency conversion throughout the auction and at the time of each of their bids, and you acknowledge and agree that Cryptocurrency rates fluctuate regularly and the conversion rate may change during the course of the auction and you are responsible for the payment of a winning bid at the rate of exchange calculated at the time payment is made by you, and not at a previous or later rate of exchange.

(b) If you choose to make a payment for the NFT using Ether, you must pay an amount of Ether that is of equivalent value to the U.S. Dollar Purchase Price of the NFT, with the conversion rate for U.S. Dollars into its Ether equivalent to be calculated at the time payment is made by you, and to be set by Coinbase.

(c) You acknowledge and agree that the price of Ether, as with other cryptocurrencies, can be volatile and subject to upward and downward movements. The Ether price to be paid by the buyer shall be fixed and calculated against the US Dollar Purchase Price equivalent at the time of payment by the buyer, and buyer's payment of the Purchase Price, and all other associated fees, must be transferred by the buyer from buyer's digital wallet to Phillips' digital wallet within 24 hours of your receipt of Phillips' invoice for the purchase of the NFT, which invoice will include a QR code along with an address to Phillips' digital wallet, to transfer the Purchase Price and all other associated fees to Phillips' digital wallet.

(d) Where buyer chooses to pay the Purchase Price and all other associated fees in USD, buyer shall pay the Purchase Price within 24 hours of the time of the winning bid at the auction.

(e) For the benefit of international clients, pre-sale estimates in the auction catalogue may be shown in pounds sterling and/or euros and, if so, will reflect approximate exchange rates. Accordingly, estimates in pounds sterling or euros should be treated only as a guide. If a currency converter is operated during the sale, it is done so as a courtesy to bidders, but Phillips accepts no responsibility for any errors in currency conversion calculation. However, Phillips will not offer a currency converter for any form of cryptocurrency and you are responsible for such conversion as set forth in subparagraph (a) above.

(f) Should you exercise a cancellation right pursuant to Paragraph 10 below or should Phillips cancel the sale of the NFT pursuant to Paragraph 11 below, you understand and agree that any such right to a refund of the Purchase Price will be subject to Ether price fluctuations and may result in the refund due to you in Ether differing from the amount of Ether paid by you upon purchase to meet the Purchase Price, depending upon the Ether price valuation at the date of the auction and the respective Ether price as at the date of the refund to you. The amount of any refund due to you will be the amount of USD set as the Purchase Price at the auction, and the amount of Ether due to you if your payment was made in Ether, will be the amount of Ether equal to the USD Purchase Price, at the time of the refund, but in no circumstance will you be entitled to receive any appreciation on the value of the Ether that you provided to us as payment in connection with a refund.

(g) Once you initiate an Ether transaction, the transaction cannot be reversed; this is inherent in the nature of the Ether network and not a policy set by us. You are responsible for verifying that you have input the correct Ether address into the recipient field and the correct Ether amount into the amount field in your digital wallet software.

#### 6 Purchase Price and Payment

(a) If you are the successful bidder and buyer of the NFT, you agree to pay us the Hammer Price of the lot, the Buyer's Premium and any applicable fees, including any transaction fees associated with the Ethereum blockchain platform inclusive of but not limited to any transfer or network fees associated with transferring the NFT to the Buyer's digital wallet (i.e. 'gas fee'), and sales tax (the "Purchase Price").

(b) You hereby agree and acknowledge that you are responsible for any gas fees associated with any and all transfers of the NFT from Phillips' digital wallet to your digital wallet, and any subsequent transfers.

(c) The Hammer Price is the final, highest bid accepted for the NFT by the auctioneer.

(d) The Buyer's Premium is the commission Phillips charges the successful highest bidder and buyer of the NFT and is calculated on the Hammer Price of the NFT as follows: Twenty-six percent (26%) of the portion of the Hammer Price up to and including \$600,000; and Twenty-one percent (21%) of the portion of the Hammer Price above \$600,000 up to and including \$6,000,000 and 14.5% of the portion of the Hammer Price above \$6,000,000. Phillips reserves the right to pay from our compensation an introductory commission to one or more third parties for assisting in the sale of property offered and sold at auction.

#### Sales Tax

Sales tax, use tax and excise and other taxes, including any taxes applicable to the sale or purchase of NFTs and/ or the use of cryptocurrencies, are payable in accordance with applicable law, and you further acknowledge and agree that it is your responsibility to pay any sales taxes that are due on the purchase of the NFT whether arising but not collected at the time of sale or applicable through retroactive and applicable legislation. All prices, fees, charges and expenses set out in these NFT Conditions of Sale are quoted exclusive of applicable taxes. Phillips will only accept valid resale certificates from US dealers as proof of exemption from sales tax. All foreign buyers should contact the Client Accounting Department about tax matters.

#### Resale Royalties

The NFT may be subject to resale royalties on any subsequent resales of the NFT. On any subsequent resale of the NFT the successful bidder and buyer of the NFT at the online auction may be obligated on Seller's behalf to collect and remit to Seller resale royalties as applicable equal to a percentage (such percentage shall be identified in the Smart Contract and on the NFT Lot's page) of the sale price of the NFT. Other resale royalties and transaction duties imposed by law may also apply in relation to such resales.

#### Payment

You are required to pay for the purchased NFT immediately following the auction. Payments must be made to Phillips by the invoiced party in US dollars, or the correct equivalent amount in Ether cryptocurrency at the time specified above, either by cash, check drawn on a US bank, wire transfer, or transfer of Ether to a specified digital wallet as follows:

(a) Phillips will accept payment in cash provided that the total amount paid in cash or cash equivalents does not exceed USD \$2,000. Buyers paying in cash should do so in person at our Client Accounting Desk at 432 Park Avenue during regular week day business hours.

(b) Personal checks and banker's drafts are accepted if drawn on a US bank and the buyer provides to us acceptable government-issued identification. Checks and banker's drafts should be made payable to "Phillips." If payment is sent by mail, please send the check or banker's draft to the attention of the Client Accounting Department at 432 Park Avenue, New York, NY 10022 and make sure that the sale and lot number is written on the check. Checks or banker's drafts drawn by third parties will not be accepted.

(c) Payment by wire transfer may be sent directly to Phillips. Bank transfer details:

Signature Bank  
485 Madison Avenue, New York, NY 10022  
SWIFT code: SIGNUS33  
ABA routing no.: 026013576  
For account of: Phillips  
Auctioneers LLC Account no.:  
1502977462

Please reference the relevant sale and lot number.

(d) As a courtesy to clients, Phillips will accept American Express, Visa and Mastercard to pay for invoices of \$75,000 or less.

(e) Title in the purchased NFT will not pass until Phillips has received the Purchase Price for the NFT in full and cleared funds. Phillips is not obliged to transfer the NFT to you until title in the NFT has passed and appropriate identification has been provided, and any earlier release does not affect the passing of title or your unconditional obligation to pay the Purchase Price.

(f) Where payment in Ether is chosen, we will accept payment for the Purchase Price and all amounts due under Paragraph 6 via a digital wallet transfer of Ether

to Phillips' wallet. You are responsible for payment, in addition to the Purchase Price in full, of any and all transfer fees associated with your transfer of the Purchase Price from your digital wallet to Phillips' digital wallet. Payment must be sent from a digital wallet registered to you as an individual, or in the name of the company you have registered to bid as, and maintained with one of the following digital wallets: Coinbase Custody Trust; Coinbase, Inc.; Fidelity Digital Assets Services, LLC; Gemini Trust Company, LLC; or Paxos Trust Company, LLC, and you agree to provide documentation confirming all of the above upon our request.

(g) If you are the winning bidder of an NFT Lot in the auction, satisfy the conditions set forth herein and elect to pay for the subject NFT Lot in Ether, we will send you a Coinbase payment link. The amount due will be the Ether equivalent of the USD purchase price calculated by Coinbase at the time you make the payment and you will be responsible for any applicable network fees required to successfully conduct the transaction on the blockchain.

(h) Phillips will not accept partial payments for the NFT from multiple digital wallets.

(i) To transfer title to you of the NFT, Phillips (or the Seller) will transfer the NFT to the digital wallet that you have specified, after you have met the conditions in paragraph 6 herein. You agree that we may require you to follow a security protocol to ensure that the NFT is safely received by you. You agree to utilize a digital wallet as set forth above, and for which you, or the company you have registered to bid as, have title and can support the NFT.

(j) If the Seller is to transfer the NFT to you directly, you agree to allow Phillips to provide any and all necessary digital wallet information to the Seller in order to facilitate the transfer. You understand and agree that failure to comply with these conditions may result in a failure to access your NFT.

(k) You understand and acknowledge that not all digital wallets support storage of, or are compatible with a non-fungible token, and that you must hold title to a digital wallet that supports storage of, or is compatible with, the token type identified on the subject NFT Lot's page, and you must provide Phillips with the correct digital wallet information, in order for us to transfer the NFT to you. You further understand and acknowledge that where the buyer is to pay the Purchase Price in USD, buyer must still hold title to and provide to us the information to a digital wallet in the name of the buyer, and buyer must provide to us the wallet address, for us to transfer the NFT to the buyer upon payment of the Purchase Price, and this digital wallet must comply with the above.

(l) Payment in Ether will only be accepted for an NFT Lot as specified in these NFT Conditions of Sale and where buyer has purchased more Lots in the auction which are not NFT Lots and chooses to make payment for the NFT in Ether, Phillips will supply you with an invoice specifically for the NFT Lot and a separate invoice for any other Lots purchased in the auction.

(m) You further represent and warrant that the cryptocurrency and other assets in your digital wallet or account used to make the payment (i) were not sourced from a sanctioned person or person located in a sanctioned jurisdiction; (ii) do not breach any sanctions, anti-money laundering, anti-terrorism, anti-bribery or anti-corruption laws, and (iii) are not otherwise illegal or obtained in breach of any other applicable laws.

#### 7 Delivery

(a) Phillips will not transfer the NFT to you as the buyer until we have received payment of its Purchase Price in full and cleared funds, you have paid all outstanding amounts due to Phillips or any of our affiliated companies, including any charges payable pursuant to these NFT Conditions of Sale, and you have satisfied such other terms as we in our sole discretion shall require, including completing any anti-money laundering or anti-terrorism financing checks.

(b) Phillips will cause the transfer of the NFT purchased by the Buyer (such transfer to be recorded on the Ethereum blockchain) after the delivery of payment as set forth herein and at the Buyer's notice and compliance with Phillips' NFT digital wallet confirmation process which shall be disclosed to the winning bidder, but may include, at the Buyer's option, the physical delivery of a hard wallet to facilitate access to the NFT. Recording the transfer of the NFT on the blockchain will evidence the execution of the Smart Contract between the Seller and the Buyer, and such operation and execution of the Smart Contract (including transfer of the NFT to the Buyer) shall constitute a settlement for the NFT in accordance with Phillips' usual auction process.

(c) Risk will transfer to you immediately upon Phillips transfer of title of the NFT to you by

sending it to your digital wallet, and you are thereafter responsible for secure storage of the NFT in the wallet or other storage mechanism you use to receive and hold the NFT, and you further acknowledge that you are solely responsible for any risk associated with the NFTs such as but not limited to, risk of loss or damage, transferring, creating, providing proper maintenance including ,without limitation, holding, hosting, securing, storing, or using NFTs or a digital wallet, and Phillips will not be responsible for any such risks or losses.

## 8 Remedies for Non-Payment

Without prejudice to any rights the Seller may have, if you fail to pay the Purchase Price for the NFT in cleared funds within 7 (seven) of the auction, we may in our sole discretion exercise one or more of the following remedies:

- (a) store the NFT in Phillips' digital wallet or elsewhere at the buyer's sole risk and expense;
- (b) cancel the sale of the NFT, retaining any partial payment of the Purchase Price as liquidated damages;
- (c) reject future bids from the buyer or render such bids subject to payment of a deposit;
- (d) charge interest at 12% per annum from the date payment became due until the date the Purchase Price is received in cleared funds;
- (e) subject to notification to you, exercise a lien over any of your property which is in the possession of Phillips and instruct our affiliated companies to exercise a lien over any
- (a) of your property which is in their possession and, in each case, no earlier than 30 days from the date of such notice arrange the sale of such property and apply the proceeds to the amount owed to Phillips or any of our affiliated companies after the deduction from sale proceeds of our standard vendor's commission, all sale-related expenses and any applicable taxes thereon;
- (f) resell the NFT by auction or private sale, with estimates and a reserve set at Phillips' reasonable discretion, it being understood that, in the event such resale is for less than the original hammer price and buyer's premium for the NFT, the buyer will remain liable for the shortfall together with all costs incurred in such resale;
- (b) g) commence legal proceedings to recover the hammer price and buyer's premium for the NFT, together with interest and the costs of such proceedings;
- (g) set off the outstanding amount remaining unpaid by the buyer against any amounts which we or any of our affiliated companies may owe the buyer in any other transactions;
- (h) release the name and address of the buyer to the Seller to enable the Seller to commence legal proceedings to recover the amounts due and legal costs; and/or
- (i) take such other action as we deem necessary or appropriate.

As security to us for full payment by you of all outstanding amounts due to Phillips and our affiliated companies, Phillips retains, and you grant to us, a security interest in the NFT purchased at auction by you and in any other of your property or money in, or coming into, our possession or the possession of one of our affiliated companies. We may apply such money or deal with such property as the Uniform Commercial Code or other applicable law permits a secured creditor to do. In the event that we exercise a lien over property in our possession because you are in default to us or one of our affiliated companies, we will so notify you. Our security interest in the NFT will terminate upon actual delivery of the NFT to you or your agent.

In the event you are in default of payment to any of our affiliated companies, you also irrevocably authorize Phillips to pledge your property in our possession by actual or constructive delivery to our affiliated company as security for the payment of any outstanding amount due. Phillips will notify you if your property has been delivered to an affiliated company by way of pledge.

## 9 Phillips' Right to Cancel the Sale of the NFT

Phillips has the right, but not the obligation, to cancel the sale of the NFT if we reasonably believe:

- (a) there is a material breach of the Seller's representations and warranties; or
- (b) a valid claim is made by the buyer under the Authorship Warranty (described below); or
- (c) a third-party claim to ownership or title in the NFT is made; or
- (d) other just cause exists.

Upon notice of Phillips election to cancel the sale, the buyer will promptly return the NFT to Phillips' digital wallet, and we will then refund the Purchase Price paid by you pursuant to the terms set forth in Paragraph 6 above. The refund will constitute the sole remedy and recourse of the buyer against Phillips and the Seller with respect to such cancelled sale.

## 10 EU Consumer Rights Directive

### Your Right to Cancel the Purchase of the NFT

If you are a consumer habitually residing in the European Union and the Seller of the NFT is not a consumer, you have the right under the EU Consumer Rights Directive to cancel your online purchase within 14 days of the date the NFT was sold to you.

If you qualify for the cancellation right and wish to exercise it, you must notify us in writing within 14 days of the date the NFT was sold to you ("Cancellation Period"). If, however, you accept the transfer of the NFT, you agree that you will no longer have the right to cancel the sale under the terms of this paragraph.

Your written notice should be sent within the Cancellation Period by post to the Client Accounting Team, Phillips Auctioneers LLC, 432 Park Avenue, New York, NY 10022. The notice should state your name, residential address, contact details, invoice number, Phillips account number, description of the property and the date of the sale and that you wish to exercise the EU Consumer Rights Directive cancellation right.

## 11 Privacy

(a) You acknowledge and understand that we may process your personal data (including potentially special category data) in accordance with our privacy policy from time to time as published at [www.phillips.com](http://www.phillips.com) or available by emailing [dataprotection@phillips.com](mailto:dataprotection@phillips.com).

(b) Our privacy policy sets out: (i) the types of personal data we will or may collect and process; (ii) the purposes for which we will or may process your personal data (including for example the provision of auction, private sale and related services; the performance and enforcement of these terms and conditions; the carrying out of identity and credit checks; keeping you informed about upcoming auctions, exhibitions and special events; and generally where reasonably necessary in the management and operation of our business); (iii) the lawful bases on which we rely in undertaking our processing of your personal data; (iv) your rights in respect of our processing of your personal data; and (v) various other information as required by applicable laws.

(c) Phillips premises and sale and exhibition venues are subject to CCTV video surveillance and recording for security, client service and bid monitoring purposes and will be filmed during the auction for simultaneous live broadcast on our and third party websites and applications. By remaining in these areas, you acknowledge that you may be photographed, filmed and recorded and grant your permission for your likeness and voice to be included in such recordings. If you do not wish to be photographed or filmed or appear in such recordings, please speak to a member of Phillips staff.

Your communications with Phillips, including by telephone and online (e.g. telephone and on-line bidding) may also be recorded for security, client service and bid monitoring purposes. Where we record such information we will process it in accordance with our Privacy Policy available at [www.phillips.com](http://www.phillips.com).

## 12 Limitation of Liability

(a) Subject to subparagraph (e) below, the maximum amount of any liability of Phillips, our affiliated companies and the Seller to the buyer in connection with the sale of the NFT lot shall be limited to the Purchase Price actually paid by the buyer for the NFT.

(b) Except as otherwise provided in this paragraph, none of Phillips, our affiliated companies or the Seller (i) is liable for any errors or omissions, whether orally or in writing, in information provided to prospective buyers by Phillips or any of our affiliated companies or (ii) accepts responsibility to any bidder in respect of acts or omissions, whether negligent or otherwise, by Phillips or any of our affiliated companies in connection with the conduct of the auction or for any other matter relating to the sale of the NFT.

(c) All warranties other than the Authorship Warranty, express or implied, including any warranty of satisfactory quality and fitness for purpose, are specifically excluded by Phillips, our affiliated companies and the Seller to the fullest extent permitted by law.

(d) Subject to subparagraph (e) below, none of Phillips, our affiliated companies or the Seller shall be liable to the buyer for any loss or damage beyond the refund of the Purchase Price referred to in subparagraph (a) above, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the Purchase Price to the fullest extent permitted by law.

(e) No provision in these NFT Conditions of Sale will be deemed to exclude or limit the liability of Phillips or any of our affiliated companies to the buyer in respect of any fraud or fraudulent misrepresentation made by any of us or in respect of death or personal injury caused by our negligent acts or omissions.

### 13 Copyright

The copyright in all images, videos, illustrations and written materials produced by or for Phillips relating to the NFT, including the contents of the catalogue or online catalogue, or Lot and auction page on the Phillips' website, is and shall remain at all times the property of Phillips and such images and materials may not be used by you or any other party without our prior written consent.

Copyright in the Artwork and any derivative rights shall remain with the Seller. Phillips and the Seller make no representations or warranties that the buyer of the NFT will acquire any copyright or other reproduction or derivative works rights, or rights to commercial use in the NFT or the Artwork.

### 14 General

(a) These NFT Conditions of Sale, as changed or supplemented as provided in Paragraph 1 above, set out the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior and contemporaneous written, oral or implied understandings, representations and agreements.

(b) Notices to Phillips shall be in writing and addressed to the department in charge of the sale, quoting the reference number specified at the beginning of the sale catalogue. Notices to clients shall be addressed to the last address notified by them in writing to Phillips.

(c) These NFT Conditions of Sale are not assignable by any buyer without our prior written consent but are binding on the buyer's successors, assigns and representatives.

(d) Should any provision of these NFT Conditions of Sale be held void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect. No failure by any party to exercise, nor any delay in exercising, any right or remedy under these NFT Conditions of Sale shall act as a waiver or release thereof in whole or in part.

### 15 Law and Jurisdiction

(a) The rights and obligations of the parties with respect to these NFT Conditions of Sale and Authorship Warranty, the conduct of the auction and any matters arising out of or in connection with any of the foregoing shall be governed by and interpreted in accordance with laws of the State of New York, excluding its conflicts of law rules.

(b) Phillips, Seller and all bidders and buyers agree to the exclusive jurisdiction of the (i) state courts of the State of New York located in New York City and (ii) the federal courts for the Southern and Eastern Districts of New York to settle all disputes arising out of or in connection with all aspects of all matters or transactions to which these NFT Conditions of Sale and Authorship Warranty relate or apply.

(c) All bidders and Sellers irrevocably consent to service of process or any other documents in connection with proceedings in any court by facsimile transmission, personal service, delivery by mail or in any other manner permitted by New York law or the law of the place of service, at the last address of the bidder or Seller known to Phillips.

### 16. Further Acknowledgements and Representations Applicable to Non-Fungible Token Lots and Transactions

The auction offers for sale one or more NFT Lots to which these NFT Conditions of Sale apply to, and which each is encrypted with an artist's signature to verify the rightful owner and authenticity of the original digital file to which each NFT relates through the use of blockchain encryption. Upon transfer of an NFT to the buyer and completion of payment in full as set out in these NFT Conditions of Sale, Phillips will transfer to buyer the ownership right to that NFT. For the avoidance of doubt, Phillips is not selling any ownership rights to the digital artwork file related to any NFT; Phillips is only selling the ownership rights to the subject NFT. Where the sale and purchase of an NFT is involved, you understand and agree that:

- (a) NFTs are not issued, minted or tokenized by Phillips, but by third-party administrators and Phillips is solely acting as the NFT Seller's agent to offer the NFT for sale at the subject auction, and for potentially storing the NFT during the auction and prior to transfer to the buyer;
- (b) Phillips does not make any representations or warranties as to the following:

- i. the characteristics of the Artwork other than what is represented in the NFT's code, i.e. the Smart Contract;
  - ii. the behavior, character, condition, availability, and performance of the NFT, or the Artwork, including without limitation any form of derivative or replication process and activity, nor the quantity, value, condition or originality of such derivative works;
  - iii. the uniqueness of the Artwork;
  - iv. the authenticity of the NFT or the Artwork, which you are responsible for reviewing and understanding all blockchain technology and encryption mechanisms to verify yourself;
  - v. the ability or inability of the NFT or the Artwork to generate or produce derivative NFT digital files (resulting from the NFT's potential programmable nature to create derivative works); or the characteristics, number of potential replications, behavior, or authenticity of any such derivative NFT digital files; however, all ownership rights to such derivative works may also be transferred to the Buyer pursuant to the terms of the Smart Contract, and subject to the payment terms set out in these NFT Conditions of Sale.
- (c) In offering the NFT for sale Phillips and the Seller are not providing financial or investment advice and you acknowledge and understand that the value of cryptoassets can fluctuate considerably and may go up or down.
  - (d) Further, we cannot and do not represent or warrant:
    - i. that an NFT is reliable, compatible with your or others' computer systems up-to-date or error-free, compatible with your digital wallet; meet your requirements, or that defects in the NFT will be corrected;
    - ii. that an NFT or the delivery mechanism for NFT are virus-free or free of other harmful components;
    - iii. the accuracy or reliability of any simulation or videos depicting the intended condition or performance of the NFT or the Artwork whether that is displayed on Phillips.com or on any other platform;
  - (e) Phillips is only selling the ownership rights to the NFT and in no way is Phillips associated with or responsible for any resales or secondary market sales of the NFT or the Artwork. Any such sales will be conducted on a platform and in a manner to be decided and identified by the Seller and/or the Buyer and in no way is Phillips in control of or responsible for any such sales;
  - (f) Phillips does not own any rights to the NFT;
  - (g) Phillips shall not be involved in or responsible in any way for the operation and execution of the Smart Contract or the transactions or arrangements regarding any subsequent transfer of ownership of the NFTs;
  - (h) Phillips shall not be responsible for any gas fees, or any other fees, related to the transfer of the NFT to the Buyer's digital wallet or to any other subsequent wallet;
  - (i) Transfer of ownership to an NFT will not transfer any intellectual property rights to the Artwork; and in no way will transfer any property rights in the Artwork, other than the right to display such Artwork;
  - (j) Transfer of ownership to an NFT will not guarantee continuing access to the digital file to which it relates and you further acknowledge and agree to the risks associated with purchasing, using, transferring, and owning NFTs, including, but not limited to, risk of losing access to NFT due to loss of private key(s), custodial or buyer error, malfunction, hacking, security breaches or mining attacks, regulatory interference in one or more jurisdictions, token taxation, personal information disclosure, uninsured losses, and other unanticipated and volatility risks;
  - (k) You have the necessary understanding regarding NFTs, token wallets and other storage mechanisms, necessary digital wallet security, NFT hosting, and maintenance, cryptocurrencies such as Ether and their usage, storage, functionality, programming, and any other of their material characteristics, as well as blockchain technology and software systems, to fully understand and agree to these NFT Conditions of Sale and all risks outlined herein, and to be able to receive and store the NFTs to be transferred to you by Phillips;
  - (l) You have carefully reviewed the terms and code of the Smart Contract in relation to the NFT for sale, and you fully understand the terms and the functionality of those terms;
  - (m) Any payment made by you in Ether for the purchase of the NFT will be made from a wallet to which you have title and Phillips shall have no liability for any payment made that is unsuccessfully transmitted to Phillips due to a failure of the NFT wallet system, and you shall bear all responsibility in confirming that any such payment has reached Phillips;
  - (n) You are solely responsible for determining what, if any, taxes apply to your purchase of an NFT. Phillips is not responsible for determining the taxes that apply to your purchase of an NFT;
  - (o) There are risks associated with the use of internet-based currency such as Ether, including but not limited to, the risk of hardware, software and internet

connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Phillips will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when participating in the auction, and/or in purchasing the NFT, however caused.

- (p) The characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology is uncertain and undetermined, and you acknowledge that your purchase of the NFT complies with applicable laws and regulations in your jurisdiction. You further acknowledge that new regulations or policies may materially adversely affect the subject auction, the NFT or the value of cryptocurrency.
- (q) NFTs are provided on an "as is" and "as available" basis without warranties or guarantees of any kind, and we expressly disclaim all implied warranties as to, and liability with respect to, the NFTs implied warranties of merchantability, fitness for a particular purpose, title, non-infringement description, size, quality, condition, attribution, authenticity, rarity, importance, medium, and provenance of the NFT.
- (r) Further, neither we nor the seller make any representations or warranties of merchantability, fitness for a particular purpose, correctness of the catalogue or other images, or descriptions of the quality, rarity, importance or historical relevance of any NFT lot. Additionally, neither we nor Seller represent that the subject NFT does not contain viruses or malware, or that it will function as any bidder or Buyer expects nor without error or mistakes; and
- (s) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL PHILLIPS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) ERRORS SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE NFT ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF NFTs OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY; AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF PHILLIPS WHETHER IN CONTRACT, WARRANTY, TORT OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE NFT CONDITIONS OF SALE OR OWNERSHIP OF NFTs, EXCEED THE AMOUNT YOU PAY TO PHILLIPS FOR THE NFT.

causes the buyer to question the authorship of the lot, specifying the auction in which the property was included, the lot number in the auction catalogue and the reasons why the authorship of the lot is being questioned and (ii) the buyer returns the lot to the Phillips company operating the auction in which it was purchased in the same condition as at the time of its auction and is able to transfer good and marketable title in the lot free from any third party claim arising after the date of the auction. Phillips has discretion to waive any of the above requirements set out in this subparagraph (c) or subparagraph (b) above.

(d) The buyer understands and agrees that the exclusive remedy for any breach of the Authorship Warranty shall be rescission of the sale and refund of the original Purchase Price paid. This remedy constitutes the sole remedy and recourse of the buyer against Phillips, any of our affiliated companies and the Seller and is in lieu of any other remedy available as a matter of law or equity. This means that Phillips and none of our affiliated companies or the Seller will be liable for loss or damage beyond the remedy expressly provided in this Authorship Warranty, whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, or for the payment of interest on the original Purchase Price.

## Authorship Warranty

Phillips warrants the authorship of the NFT Lot in this auction described in headings in BOLD or CAPITALIZED type for a period of five years from date of sale by Phillips, subject to the following exclusions and limitations.

- (a) Phillips gives this Authorship Warranty only to the original buyer of record (i.e., the registered successful bidder) of any lot. This Authorship Warranty does not extend to (i) subsequent owners of the property, including purchasers or recipients by way of gift from the original buyer, heirs, successors, beneficiaries and assigns; (ii) property where the description in the catalogue states that there is a conflict of opinion on the authorship of the property; (iii) property where our attribution of authorship was on the date of sale consistent with the generally accepted opinions of specialists, scholars or other experts; (iv) property whose description or dating is proved inaccurate by means of scientific methods or tests not generally accepted for use at the time of the publication of the catalogue or which were at such time deemed unreasonably expensive or impractical to use or likely in our reasonable opinion to have caused damage or loss in value to the lot or (v) property where there has been no material loss in value from the value of the lot had it been as described in the heading of the catalogue entry.
- (b) In any claim for breach of the Authorship Warranty, Phillips reserves the right, as a condition to rescinding any sale under this warranty, to require the buyer to provide to us at the buyer's expense the written opinions of two recognized experts approved in advance by Phillips. We shall not be bound by any expert report produced by the buyer and reserve the right to consult our own experts at our expense. If Phillips agrees to rescind a sale under the Authorship Warranty, we shall refund to the buyer the reasonable costs charged by the experts commissioned by the buyer and approved in advance by us.
- (c) Subject to the exclusions set out in subparagraph (a) above, the buyer may bring a claim for breach of the Authorship Warranty provided that (i) he or she has notified Phillips in writing within three months of receiving any information which