

APPENDIX A

ADDITIONAL CONDITIONS OF SALE – BITCOIN NFTs

A. THE SELLER

1. For the purposes of a **Bitcoin NFT** auction, the **seller** is the party who owns the **lot** at the time the sale is completed. In most circumstances, the **seller's** identity will not be disclosed by **Christie's**. **Christie's** will be selling that **lot** as the agent of the **seller**. This means that **Christie's** is providing services to the **seller** to help them sell their **lot** and that **Christie's** is concluding the contract for the sale of the **lot** on behalf of the **seller**.
2. When **Christie's** is the agent of the **seller**, the contract of sale which is created by any successful bid for a **lot** will be directly between you and the **seller**, and not between you and **Christie's**. Even though the sale is by **Christie's** on behalf of the **seller**, **Christie's** gives certain undertakings to you directly. These are further described below in these **Conditions of Sale**.

B. BEFORE THE SALE

1. Description of lots

- (a) Certain words used in the **Sale Particulars** to describe a **lot** have special meanings. You can find details of these in the "Important Notices and Explanation of Cataloguing Practice" which forms part of these **Conditions of Sale** in paragraph K. You can find a key to symbols used in the **Sale Particulars** under the headings "VAT Symbols, Explanation and Refunds" in paragraph I and "Symbols" in paragraph J.
- (b) Our description of a **lot** may specify certain information, including: the Bitcoin NFT Token ID and the **Bitcoin NFT metadata**. You should review and confirm this information. We do not carry out any in-depth technical analysis of this information nor do we warrant its accuracy or completeness.
- (c) Our description of any **lot** and any other statement made by us (whether orally or in writing) about any **lot**, including about its nature or **condition, provenance**, technical details, **Bitcoin NFT metadata**, security or integrity are our opinion and not to be relied on as a statement of fact. We do not carry out any in-depth technical analysis of any **lot** nor do we warrant its accuracy or completeness.
- (d) Our description of any **Inscription**, and any other statement made by us (whether orally or in writing) about any **Inscription** including about its nature or **condition, artist, provenance**, technical details, security or integrity are our opinion and not to be relied on as a statement of fact. We do not carry out any in-depth technical analysis of any **Inscription** nor do we warrant its accuracy or completeness.

2. Our responsibility for our description of lots

Lots are sold "as is" and we do not provide any guarantee in relation to the nature of a **lot**, and the fact that a **lot** may be stored on the **Bitcoin blockchain** should also not be interpreted as, or deemed to be, any guarantee.

3. Estimates

Estimates are based on the scarcity, quality and **provenance** of the **lot**, and on prices recently paid at auction for similar property. **Estimates** can change. Neither you, nor anyone else, may

rely on any **estimate** as a prediction or guarantee of the actual selling price of a **lot** or its value for any other purposes. **Estimates** do not include any **buyer's premium** or any applicable taxes or charges.

C. REGISTERING TO BID

1. Digital Wallet Requirements

An auction for a **Bitcoin NFT** may require that if you bid in a cryptocurrency approved by Christie's, you have a digital wallet with a provider that we specify. If you do not have such a digital wallet, we may refuse to register you to bid or permit your participation in the sale and if you make a successful bid, we will have the right, in our sole discretion, to cancel the contract for sale between you and the seller.

D. TAXES

1. Taxes

For the sale of each **lot**, Christie's will determine whether any applicable tax may be required to be collected from the successful bidder in accordance with applicable law, including without limitation any sales or compensating use tax or their equivalent. Depending upon applicable law, a **Bitcoin NFT** will generally be deemed to be delivered to the successful bidder at the location of their tax domicile or, to the extent it can be determined, the location of the **Inscription**, unless otherwise agreed by **Christie's**, with the resulting tax (if any) determined by the applicable tax rates and rules in that jurisdiction.

If you are the successful bidder, you are responsible for all applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise on the **hammer price** and the **buyer's premium**. VAT charges and refunds depend on your particular circumstances. It is your responsibility to ascertain and pay all taxes due. VAT is payable on the **buyer's premium** and, for some **lots**, VAT is payable on the **hammer price**. Further information can be found in the 'VAT Symbols, Explanation and Refunds' section at paragraph I.

The successful bidder is responsible for any applicable taxes including any sales or use tax or equivalent tax wherever such taxes may arise on the **hammer price**, the **buyer's premium**, and/or any other charges related to the **lot**. In addition, in the event that your payment is made in cryptocurrency, you will be responsible for any income or other tax arising from your disposition of such cryptocurrency.

If **Christie's** delivers the **lot** to an agent in New York that you have hired, New York law considers the **lot** delivered to the successful bidder in New York and New York sales tax must be imposed regardless of your tax domicile. In this circumstance, New York sales tax will apply to the lot even if **Christie's** subsequently delivers the **lot** to a successful bidder with a tax domicile outside of New York.

Successful bidders claiming an exemption from sales tax must provide appropriate documentation to **Christie's** prior to the release of the **lot** or within 90 days after the sale, whichever is earlier. For deliveries to buyers in those US states for which **Christie's** is not required to collect sales tax, a successful bidder may have a use or similar tax obligation. **Christie's** recommends you consult your own independent tax advisor with any questions.

E. WARRANTIES AND LIMITATIONS OF LIABILITY

1. Seller's Warranties

(a) For each **lot**, the **seller** gives a **warranty** that the **seller**:

- (i) is the owner of the **lot** or a joint owner of the **lot** acting with the permission of the other co-owners or, if the **seller** is not the owner or joint-owner of the **lot**, has the permission of the owner to sell the **lot**, or the right to do so in law;
 - (ii) has the right to transfer ownership of the **lot** to you without any restrictions or claims by anyone else;
- (b) If any of the above **warranties** are incorrect, the **seller** shall not have to pay more than the **purchase price** (as described in paragraph F1(b) below) paid by you to us. The **seller** will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, **other damages** or expenses. The **seller** gives no **warranty** in relation to any **lot** other than as set out above and, as far as the **seller** is allowed by law, all **warranties** from the **seller** to you, and all other obligations upon the **seller** which may be added to these **Conditions of Sale** by law, are excluded.

2. Your Warranties

- (a) You **warrant** that the funds used for settlement are not connected with any criminal activity, including tax evasion, and you are neither under investigation, nor have you been charged with or convicted of money laundering, terrorist activities or other crimes.
- (b) where you are bidding on behalf of another person, you warrant that:
 - (i) you have conducted appropriate customer due diligence on the ultimate buyer(s) of the **lot(s)** in accordance with all applicable anti-money laundering and sanctions laws, consent to us relying on this due diligence, and you will retain for a period of not less than 5 years the documentation evidencing the due diligence. You will make such documentation promptly available for immediate inspection by an independent third- party auditor upon our written request to do so;
 - (ii) the arrangements between you and the ultimate buyer(s) in relation to the **lot** or otherwise do not, in whole or in part, facilitate tax crimes;
 - (ii) you do not know, and have no reason to suspect, that the funds used for settlement are connected with, the proceeds of any criminal activity, including tax evasion, or that the ultimate buyer(s) are under investigation, or have been charged with or convicted of money laundering, terrorist activities or other crimes.

3. Disclaimer of Warranties and Limitation of Liability

- (a) **EXCEPT AS SET FORTH IN PARAGRAPH E1, THE SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LOT OR THE INSCRIPTION, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. THE CHRISTIE'S GROUP MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LOT, THE INSCRIPTION, INCLUDING ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, TECHNICAL**

OPERATION OR PERFORMANCE, DESCRIPTION, SIZE, QUALITY (INCLUDING AN INSCRIPTION'S DIGITAL DISPLAY), CONDITION, ATTRIBUTION, AUTHENTICITY, SCARCITY, IMPORTANCE, MEDIUM, PROVENANCE, EXHIBITION HISTORY, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. EXCEPT AS SET FORTH IN PARAGRAPH E1, EACH LOT AND INSCRIPTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. EXCEPT AS SET FORTH IN PARAGRAPH E1 AND AS IS REQUIRED BY LOCAL LAW, ANY WARRANTY OF ANY KIND IS EXCLUDED BY THIS PARAGRAPH.

- (b) We are not responsible to you for any reason (whether for breaching these **Conditions of Sale** or any other matter relating to your purchase of, or bid for, any **lot**) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these **Conditions of Sale**.
- (c) We are not responsible to you for any reason to give any representation, **warranty**, or guarantee, or assume any liability of any kind in respect of any **lot** or **Inscription**. We cannot and do not represent, warrant, or guarantee that: (i) any **lot** or **Inscription** is error-free, meets your requirements, or that errors or defects in the **lot** or **Inscription** can or will be corrected; or (ii) the **lot** or the delivery mechanism for the **lot** is free of viruses or other harmful components. We cannot and do not represent, warrant, or guarantee the persistence, security, stability, integrity or continued existence of any **Inscription**.
- (d) We have no responsibility to any person other than a buyer in connection with the purchase of any **lot**.
- (e) If we are found to be liable to you for any reason, we shall not have to pay more than the **buyer's premium** on the lot paid by you to us. We will not be responsible to you for any reason for any **other damages** or expenses.
- (f) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT WILL CHRISTIE'S OR ANY CHRISTIE'S GROUP COMPANY BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION); (II) ANY DAMAGES ARISING FROM FAILURE TO TRANSFER THE LOT DUE TO SELLER OR BUYER ERROR SUCH AS FORGOTTEN PASSWORDS, MISTYPED ADDRESSES OR INCORRECTLY CONSTRUCTED TRANSACTIONS, INCORRECTLY INSCRIBED BITCOIN NFTS, MINING ATTACKS, CYBERSECURITY ATTACKS, WEAKNESSES IN CHRISTIE'S SECURITY, BLOCKCHAIN MALFUNCTIONS OR OTHER TECHNICAL ERRORS, TELECOMMUNICATIONS FAILURE, UNFAVOURABLE REGULATORY DETERMINATIONS OR ACTIONS IN ONE OR MORE JURISDICTIONS (INCLUDING WITH RESPECT TO BITCOIN NFTS, NFTS OR CRYPTOCURRENCIES), TAXATION OF BITCOIN NFTS, NFTS OR CRYPTOCURRENCIES, PERSONAL INFORMATION DISCLOSURE, UNINSURED LOSSES, UNANTICIPATED RISKS, VOLATILITY RISKS, SERVER FAILURE OR DATA LOSS, CORRUPTED OR OTHERWISE INACCESSIBLE DIGITAL WALLETS, UNAUTHORISED ACCESS TO APPLICATIONS, INABILITY TO ACCESS OR TRANSFER THE BITCOIN NFT, INABILITY TO ACCESS OR DISPLAY THE INSCRIPTION, RISKS ARISING FROM THIRD-PARTY PROVIDERS, INCLUDING THIRD-PARTY PROVIDERS THAT MAY INSCRIBE THE BITCOIN NFT; AND (III) ANY DAMAGES ARISING FROM ANY UNAUTHORISED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE INTRODUCTION OF VIRUSES OR OTHER MALICIOUS CODE, THE USE OF PHISHING, SYBIL ATTACKS, 51% ATTACKS, BRUTEFORCING, CHANGES TO THE PROTOCOL RULES OF THE BLOCKCHAIN (I.E. "FORKS") OR OTHER MEANS OF ATTACK THAT AFFECT, IN ANY WAY, THE NFT OR INSCRIPTION; IN EACH CASE OF (I) - (III) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF LOTS, BITCOIN NFTS OR INSCRIPTIONS OR OTHERWISE RELATED TO THESE CONDITIONS OF SALE, REGARDLESS OF THE FORM OF ACTION,**

WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

(g) IN NO EVENT WILL THE AGGREGATE LIABILITY OF CHRISTIE'S AND CHRISTIE'S AFFILIATES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE OWNERSHIP OF THE LOTS, EXCEED THE BUYER'S PREMIUM AMOUNT YOU PAY TO CHRISTIE'S FOR THE LOTS.

(h) THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF CHRISTIE'S.

(i) Some jurisdictions do not allow the exclusion of certain warranties, disclaimer of implied terms, or limitations or exclusions of liability for incidental or consequential damages in contracts with consumers. As a result, some or all of the exclusions of warranties, disclaimers, and limitations or exclusions of liability in this section may not apply to certain purchasers.

4. Buyer's Acknowledgements and Representations for Bitcoin NFTs

(a) You acknowledge that your purchase of the **lot** means you have full ownership rights in the **Bitcoin NFT** itself, including the right to store, sell and transfer your **Bitcoin NFT**. Your purchase of the **lot** does not provide any rights, express or implied, in (including, without limitation, any copyrights or other intellectual property rights in and to) the **Inscription inscribed on the Bitcoin NFT** other than the right to use, copy, and display the **Inscription** for your own personal, non-commercial use or in connection with a proposed sale or transfer of the **Bitcoin NFT** and any other right expressly contained in these **Conditions of Sale**. For the avoidance of doubt, you do not have the right to distribute, or otherwise commercialize the **Inscription** without the prior authorization of the **seller** or the party(ies) that holds such rights. Your rights and interest in the **Inscription** or **Bitcoin NFT** provided by these **Conditions of Sale** will immediately terminate upon any subsequent sale, transfer, dispossession, burning or other relinquishment of the **Bitcoin NFT**.

(b) You understand and accept that **Bitcoin NFTs** are **minted** and **inscribed** by third parties unaffiliated with **Christie's**, and not by **Christie's** itself or on **Christie's** behalf.

(c) You acknowledge and agree that there are risks associated with purchasing, holding, and using **Bitcoin NFTs**. By purchasing, holding and using a **Bitcoin NFT**, you expressly acknowledge and assume all risks including, but not limited to: **seller** or buyer user error such as forgotten passwords, mistyped addresses, incorrectly constructed transactions, incorrectly programmed NFTs, mining attacks, cybersecurity attacks, weaknesses in **Christie's** security; blockchain malfunctions or other technical errors, telecommunications failure, malicious software, unfavourable regulatory determinations or actions in one or more jurisdictions (including with respect to **Bitcoin NFTs**, NFTs or cryptocurrencies), taxation of **Bitcoin NFTs** or cryptocurrencies, personal information disclosure, uninsured losses, unanticipated risks, volatility risks, server failure or data loss, corrupted or otherwise inaccessible **digital wallets**, unauthorised access to applications, inability to access or transfer the **Bitcoin NFT**, inability to access or display the **Inscription**, risks arising from third-party providers, including third-party providers that may **inscribe** the **Bitcoin NFT**, and any unauthorised third party activities, including without limitation the introduction use of viruses or other malicious code, the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the **blockchain** (i.e. "forks"), or other means of attack that affect, in any way, the **Bitcoin NFT** or **Inscription**. If you have any questions regarding these risks, please contact us at info@christies.com.

- (d) You acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, **blockchain** technology, **Bitcoin NFTs**, **Inscriptions**, **NFTs**, **digital assets**, **digital wallets**, and cryptocurrencies to understand these **Conditions of Sale** and to appreciate the risks and implications of purchasing **Bitcoin NFTs**. You acknowledge that you have obtained sufficient information to make an informed decision to purchase a **Bitcoin NFT**, including reviewing the **Bitcoin NFT metadata**, and the **Bitcoin NFT**. By making a payment with Ether or other cryptocurrency, you (i) warrant that you are the lawful holder of the Ether or other cryptocurrency; and (ii) acknowledge that Christie's has no liability for your payment not reaching us, including, but not limited to, instances where payment through the **blockchain** is unsuccessful. It is solely your responsibility to confirm with Christie's and if applicable, your third-party wallet provider, that the payment has been accepted.
- (e) You acknowledge that we do not guarantee that you will be able to receive, access or view the **lot** and/or **Inscription**. We do not provide any application, or other service to enable you to view, receive, access or view the **lot** and/or **Inscription**, and that it is your responsibility to procure a **digital wallet** or other means to allow us or the **seller** to transfer the **lot** to you and for you to access or view the **Inscription** upon such transfer.
- (f) You acknowledge that **Satoshis** are fungible, and that you may need to take certain actions to ensure that you do not inadvertently transfer your **Bitcoin NFT** out of your **digital wallet** as part of a Bitcoin transaction.
- (g) You acknowledge and represent that there is substantial uncertainty as to the characterization of **Bitcoin NFTs**, **Inscriptions** and other digital assets under applicable law. You acknowledge that your purchase of a **Bitcoin NFT** complies with applicable laws and regulation in your jurisdiction.
- (h) You acknowledge and represent that you are bidding as principal and not on behalf of anyone else.

F. PAYMENT

1. Purchase Price and How to Pay

- (a) Within 24 hours of the close of the auction, we will issue an invoice to you. You must pay the **purchase price** no later than 24 hours after the invoice is sent by us to you, or if later, the time specified in the **Sale Particulars** (the "**due date**").
- (b) The **purchase price** is the total of the following amounts:
 - (i) the **hammer price** and the **buyer's premium**; and
 - (ii) any applicable duties, goods, sales use, compensating or service tax or VAT.
- (c) We will only accept payment from the registered bidder. Once issued, we cannot change the buyer's name on an invoice or re-issue the invoice in a different name.
- (d) Subject to paragraph F1(f), you may either pay for a **lot** in the currency of the sale or by a cryptocurrency permitted by us. The invoice will set forth the **purchase price** in the currency of the sale and where permitted by us, a specified cryptocurrency. Partial payment in cryptocurrency is not permitted. Where the **purchase price** is payable in a specified cryptocurrency, the invoice will include both the amount due in the currency of the sale as well as a cryptocurrency amount. The cryptocurrency amount will be calculated by us based on the most recent published CME CF Bitcoin Reference Rate (BRR) index rate as determined by us, and will be disclosed in the invoice. The amount of cryptocurrency specified in the invoice is the amount of cryptocurrency that must be paid to us if that is the payment option you select regardless of whether the conversion rate at the time of auction or when you pay the invoice or at any other time is different.

(e) You must pay for any **lot** bought at **Christie's** by a permitted credit or debit card in your name, by bank transfer, or where permitted by us through the transfer of cryptocurrency.

- (f) Any payment made in cryptocurrency must be made within 24 hours of the issuance of the invoice set forth in paragraph F1(d). After the expiry of the 24 hour window, you may only make the payment in the currency of the sale.

2. Payment Method - Credit and Debit Card Charges

- (a) Please note that if you pay for your purchase using a credit card issued outside the region of the sale, depending on the type of card and account you hold, the payment may incur a cross-border transaction fee. If you think this may apply to you, please check with your card supplier before proceeding to check-out.
- (b) We will only accept debit or credit cards with a MasterCard, Visa, American Express or China Union Pay logo (if the China Union Pay credit card has a Visa or MasterCard logo). If you registered and bid as a company, your company will need to pay for any purchases via a debit or credit card issued to the company account. Partial payment of a **lot**, or payment across multiple debit or credit cards for a single **lot**, will not be allowed. If you purchase multiple **lots**, you may purchase one **lot** with one credit card and another **lot** with a different credit card but you will need to go through two separate check-outs.
- (c) Payment information for payments via credit or debit card is collected and processed directly by a third party service provider (“**Payment Service Provider**”) and not by **Christie’s**. Please see paragraph H8(b) for further details. **Christie’s** does not have access to, or retain any credit card information.
- (d) By making a payment via credit or debit card, you: (i) warrant that you are the cardholder; and (ii) acknowledge that **Christie’s** has no liability for your payment not reaching us where, for example payment is refused or declined by your card supplier. It is your responsibility to check with **Christie’s** and/or your card supplier that the payment has been accepted.

3. Payment Method – Cryptocurrency

- (a) If specified in the sale, you may make the full payment in a cryptocurrency permitted by us in which case you must pay for the **purchase price** via a **digital wallet** transfer of cryptocurrency to **Christie’s**. Any payment made in cryptocurrency must be made within 24 hours of the invoice set forth in paragraph F(1)(d)
- (b) You must send payment from a **digital wallet** maintained with one of the following **digital wallet** providers: Coinbase Custody Trust; Coinbase, Inc.; Fidelity Digital Assets Services, LLC; Gemini Trust Company, LLC; or Paxos Trust Company, LLC. Only cryptocurrency payments sent from **digital wallets** hosted by one of these providers will be credited towards a **lot** purchase, and for clarity, we will not recognize payments from **digital wallets** hosted by other providers, or from self-hosted **digital wallets**.
- (c) You must be the owner of the **digital wallet**, or, if you registered a bid as a company, then the company must be the owner. You agree, upon our request, to provide documentation confirming that the cryptocurrency payment was made from a **digital wallet** owned by you and maintained by one of the providers listed above. Partial payments of a **lot** from multiple **digital wallets** will not be allowed. If you purchase multiple **lots**, you may purchase one **lot** with payment from one **digital wallet** and another **lot** with payment from a different **digital wallet** but this must be accomplished through two separate transactions. “**Ownership**” of a digital wallet means either you hold or have held on your behalf, or the company on whose behalf you are bidding holds, or has held on its behalf, the private keys associated with that **digital wallet** or that the provider of the **digital wallet** recognizes you or the company on whose behalf you are bidding as owning the cryptocurrency associated with that **digital wallet**.

- (d) If you make payment in cryptocurrency from a **digital wallet**, you represent that the source of wealth for the **digital wallet** is not attributable, either directly or indirectly, to (i) a citizen or resident of, or located in, a geographic area that is the target of sanctions or embargoes imposed by the European Union, the United Kingdom, the United Nations or the United States or (ii) an individual, or an individual employed by or associated with an entity, identified on the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the US Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, or the United Nations.
- (e) Please contact **Christie's** [Client Services](#) for any questions relating to

payments. **4. Transferring Ownership to You**

- (a) You will not own the **lot** and ownership of the **lot** will not pass to you until: (i) we have confirmed that you have met all bidder identification and registration procedures; (ii) we have received full, clear and undisputed payment of all amounts due, even in circumstances where we have already transferred the **lot** to you; and (iii) you have received the **lot** in the **digital wallet** that you have specified.
- (b) If you have purchased a **lot**, then the **seller** will transfer the **Bitcoin NFT** to you after you have met the conditions in paragraph F4(a). The **seller** will transfer the **Bitcoin NFT** only to a **digital wallet** owned by you and that supports the **Bitcoin NFT** and you understand and accept that failure to ensure this may result in an inability to receive, transfer or access your **Bitcoin NFT**. If you bid on behalf of a company, then the **digital wallet** used to accept the **Bitcoin NFT** must be owned by the company. You agree that we may provide your **digital wallet** information to the seller in order to execute the transfer.
- (c) If you have purchased a **lot**, you represent that the **digital wallet** to which Christie's will transfer the **Bitcoin NFT**, is not owned by or associated with (i) a citizen or resident of, or located in, a geographic area that is the target of sanctions or embargoes imposed by the European Union, the United Kingdom, the United Nations or the United States or (ii) an individual, or an individual employed by or associated with an entity, identified on the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the US Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, or the United Nations.

5. Transferring risk to you

- (a) The risk in and responsibility for the **lot** will transfer to you once the **lot** is received in the **digital wallet** that you have specified, which time may be determined at Christie's discretion, including through observation of the transfer on the **Bitcoin blockchain**.
- (b) You are responsible for implementing reasonable measures for securing the **digital wallet** or other storage mechanism you use to receive and hold the **Bitcoin NFT**, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s), and further you specifically acknowledge that the risk of acquiring the **Bitcoin NFT** from the **seller**, transferring the **Bitcoin NFT** to others, and holding or using the **Bitcoin NFT** or your **digital wallet** rests entirely with you. If your private key(s) or other access credentials are lost, you may lose access to your **Bitcoin NFT**. We are not responsible for any such losses, including, but not limited to, losses arising from third-party service providers.

(c) We are not responsible if the **Inscription** becomes inaccessible to you for any reason, or for any modifications or changes to the **Inscription**, including the **Inscription** being deleted. You acknowledge that the **artist** or any third party could make additional copies

of, and distribute, the **Inscription**, and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in the **Inscription**.

(d) We are not responsible for any uses you make of the **Bitcoin NFT** or for any future transfers you make of the **Bitcoin NFT**.

G. GLOSSARY

artist: the individual or entity that created the **Inscription**.

auctioneer: the individual auctioneer and/or Christie's.

authentic: with respect to a **Inscription**, that the **Inscription** was directly created by the purported artist of the **Inscription**, and is not a copy of another file or **Inscription** by another third party.

Authorised User: an individual authorized to execute transactions on behalf of an entity which has a registered transactional account.

Bitcoin blockchain: a distributed digital ledger of transactions maintained by a distributed peer-to-peer computer network that cryptographically validates transactions and records such transactions on the Bitcoin ledger.

Bitcoin NFT: a Bitcoin Ordinal that has been **inscribed** with an associated Inscription stored in a corresponding taproot script-path spend script, that is immutably stored and transferable on the Bitcoin blockchain, and as otherwise described in the documentation found here:

<https://docs.ordinals.com/inscriptions.html>

Bitcoin NFT metadata: information included within the Bitcoin NFT that includes at least: the name of the Inscription, a timestamp and other identifying information relating to the Inscription. The Bitcoin NFT metadata for each lot that is subject to this Agreement is set forth in Appendix 1.

Bitcoin Ordinal: A Satoshi with an assigned serial number in the order it was minted.

buyer's premium: the charge the buyer pays us along with the **hammer price**.

Christie's: means Christie's Inc., which is offering to sell a **lot** either as agent for the **seller** or as the owner of the **lot**. **Christie's Group:** Christie's International Plc, its subsidiaries and other companies within its corporate group.

Conditions of Sale: the **Conditions of Sale** set out above; Important Information, our Explanation of Cataloguing Practice; the explanation of symbols used in the **Sale Particulars**; and the explanation of the application of VAT or other similar applicable sales taxes.

digital wallet: a custodial or hosted software-based device, program, service, or hardware, that allows the **owner** to receive, store and transfer Bitcoin and **Bitcoin NFTs** on the **Bitcoin blockchain**.

digital wallet address: a unique alphanumeric string of characters that is associated with and represents the on-chain address for a **digital wallet**.

due date: has the meaning given to it paragraph F1(a).

estimate: the price range included in the **Sale Particulars** within which we believe a **lot** may sell; **low estimate** means the lower figure in the range and **high estimate** means the higher figure; the **mid-estimate** is the midpoint between the two.

hammer price: the amount of the highest bid for the sale of a **lot** via auction.

inscribe: to inscribe an Inscription on a Bitcoin Ordinal on the Bitcoin blockchain.

Inscription: The digital work which has been **inscribed** on a Bitcoin Ordinal and that the Bitcoin NFT identifies, and with which the Bitcoin NFT is associated.

lot: a **Bitcoin NFT** to be offered for sale at an auction (or two or more **Bitcoin NFTs** to be offered for sale as a group).

lot description: the description of a **lot** in the **Sale Particulars** for the sale, as amended by any notice given to you during the auction.

other damages: : any special, consequential, incidental or indirect damages of any kind or any damages which fall within the meaning of 'special', 'incidental' or 'consequential' under local law

owner: with respect to a **Bitcoin NFT**, the individual or entity that has the private key to the **digital wallet** that controls the ability to store or transfer the **Bitcoin NFT**.

proceeds of sale: in relation to a **lot**, the **hammer price** less all seller's commission (i.e., a percentage of the **property's hammer price**), sale expenses (i.e., expenses incurred by us in connection with the auction, if applicable) and any other amounts owed to us under this agreement (if any).

provenance: the ownership history of a **lot** or **Inscription**, as applicable.

purchase price: has the meaning given to it in paragraph F1(b).

reserve: the confidential amount below which we will not sell a **lot**.

Satoshi (or "Sat"): A unit which is equivalent to 0.00000001 Bitcoin.

Sale Particulars: the **lot** information (the description of the **lot** or **lots** offered for sale together with other information on the sale website relating to a **lot** and the conduct of the sale); lot notes; payment information; any on- screen notices displayed as part of a sale; the FAQs and any **Special Conditions of Sale** which apply to any **lot** or group of **lots** offered for sale at the same time.

seller: the owner of a **lot** for whom **Christie's** acts as agent.

Special Conditions of Sale: any additional conditions which apply to a sale and which are set out in the **Sale Particulars**.

warranty: a statement or representation in which the person making it guarantees that the facts set out in it are correct.