



# **Smart Contract Requirements & Specifications**

## First things first ... Establish your goals

#### Things to consider when creating and issuing an NFT/Smart Contract:

A smart contract contains the terms and conditions which your NFT will be subject to upon its integration onto the blockchain. These specifications will be coded into your product and automated for the remainder of the life of your NFT. These specifications include:

- Royalties on the initial and subsequent resale of the NFT
- Distribution rights and restrictions of use
- Commission, Escrow transaction and Gas Fee payments
- Operational philanthropical donations for the SDGs / Menthol Protocol
- Other

### WISe.ART Standard Contract List

#### The WISe.Art Contract foundation:

At WISe.ART we allow artists to choose the blockchain on which they want their art to appear. To date we offer our partners the following blockchain options:

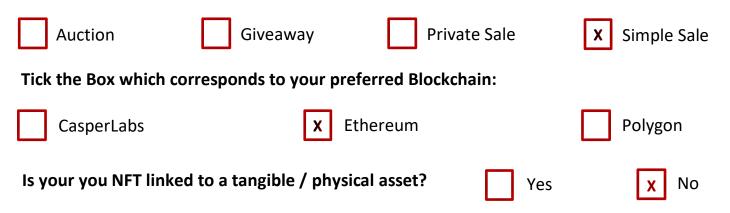
- CasperLab
- Polygon
- Ethereum

We also offer cross-asset certification by offering our artists the possibility to create an unbreakable link between the artist's NFT and the physical art piece when sold as a package. If the NFT is Linked to the sale of a tangible asset we advise that the digital asset should be priced at 10% of its physical counterpart. However, if the digital asset guarantees the procurement of the tangible asset, this may then be sold at the full price of the physical piece.

# Sales Strategy & Structure

#### Tick the Box which corresponds to your preferred sales strategy:

\*The WISe.ART platform currently only offers auctions on the CasperLabs Blockchain\*







# If "Yes", do you wish to sell them both together or separately?

| <b>x</b> Seperately   | Together   |   |  |  |  |  |
|---|--|---|--|--|--|--|
| Quantitative o  | or Qualitative   |   |  |  |  |  |
| Tick the Box which corresponds to type of NFT you wish to sell:               |  |   |  |  |  |  |
| X One-off /<br>Unique   | Limited<br>Edition   | Multiple<br>Edition   | Open<br>Collection   |  |  |  |
| Unique Editions<br>correspond to a<br>product for which<br>there is only 1/1. | Limited Editions<br>correspond to a product<br>for which there is<br>specified number of copies<br>of the NFT (x/nth). | Multiple Editions<br>correspond to a product<br>for which there are<br>variable versions of the<br>same NFT at limited<br>editions (x/nth). | Open Editions<br>correspond to a product<br>for which there may be<br>1/1 or x/nth and<br>additional pieces of the<br>NFT may still be made. |  |  |  |
| If it's a " <b>Unique Ed</b>  | lition" do you wish to Fragment  | it?   | es X No  |  |  |  |
| If there are Several Editions how many do you wish to have?                   |  |   |  |  |  |  |
| Auction Trans   | action Details   |   |  |  |  |  |
| Fill in the detail  | s for your preferred sales S   | tructure:   |  |  |  |  |
| Start Date:   |  | Starting Bid/Price:   | USD  |  |  |  |
| End Date:   |  | Reserve Price:  | USD  |  |  |  |
| If the piece is unso  | old or withdrawn:  |   |  |  |  |  |
| Would you like to   | relist the NFT as a Private/simple   | e sale?   | Yes No   |  |  |  |
| After what period   | would you like the relist to take  | place?  | Days   |  |  |  |
| Private/Simple Sale Transaction Details                                       |  |   |  |  |  |  |
| Fill in the details for your preferred sales Structure:                       |  |   |  |  |  |  |
|   |  |   |  |  |  |  |

| Fixed Price:   | USD | 1500 |
|--|-----|------|
| Do you wish to offer a discounted price? If "Yes" indicate the amount: | Yes | X No |
| If "Yes" indicate the amount:  | USD |      |





| If "Yes" indicate the duration of the sale:   | Days         |                |  |  |  |
|---|--------------|----------------|--|--|--|
| If not sold during sale, would you like to automatically relist the NFT?                                    | Yes          | No             |  |  |  |
|   |              |                |  |  |  |
| Minting, Blockchain, Currency   |              |                |  |  |  |
| Key NFT contract information:   |              |                |  |  |  |
| • With WISe.ART there is an escrow account transaction fee of which will be of                              | charged to t | he vendor and  |  |  |  |
| payout may take up to 10 working days.  |              |                |  |  |  |
| • The artist and the curator are eligible to receive royalties from resale of the secondary market.         | NFT on prin  | nary and       |  |  |  |
| • The Artists pays a 20% Commission from the initial sale of the NFT.                                       |              |                |  |  |  |
| <ul> <li>The Buyer takes on the gas fees for the Minting of the NFT on a Private or Simple Sale.</li> </ul> |              |                |  |  |  |
| <ul> <li>The Artist needs to pay for the Gas/Minting fee when issuing an auction.</li> </ul>                |              |                |  |  |  |
| • The Artist may also choose to donate a portion of their proceeds to an NGO                                | or charity o | f their choice |  |  |  |
| <ul> <li>The Artist may also choose for how long they wish to give and receive royal</li> </ul>             | ties.        |                |  |  |  |
| In which tokens would you like to be paid in:   | x            | Ethereum       |  |  |  |
| Curator Commission, platform fees and royalties   |              |                |  |  |  |
|   |              |                |  |  |  |
| Does the Artist wish to receive royalties?  | <b>x</b> Yes | No             |  |  |  |
| *The industry standard is maximum 5% for the artists for any subsequent resale of the NFT $*$               |              |                |  |  |  |
| If "Yes" What Percentage (%) of royalties would the Artist like to receive?                                 | %            | 3              |  |  |  |
|   |              | •              |  |  |  |
| If "Yes" indicate the duration for which they are eligible for this offer: Days                             | / Years      | 25             |  |  |  |
|   |              |                |  |  |  |
| Is the Curator eligible to receive royalties?   | Yes          | X No           |  |  |  |
| *The industry standard is maximum 2.5% for the curator for any subsequent resale of the NFT*                |              |                |  |  |  |
| If "Yes" What Percentage (%) of royalties would the Curator like to receive?                                | %            |                |  |  |  |
|   | 70           |                |  |  |  |
| If "Yes" indicate the duration for which they are eligible for this offer: Days                             | / Years      |                |  |  |  |
|   |              |                |  |  |  |
| Would the artist Like to donate to charity?   | Yes          | X No           |  |  |  |
| *The industry standard is maximum 2.5% for donations for any subsequent resale of the NFT*                  |              |                |  |  |  |
|   |              |                |  |  |  |
| If "Yes" what % of the royalties would the artists like to donate?  | %            |                |  |  |  |
| If "Yes" indicate the duration for which they are eligible for this offer: <b>Days</b>                      | / Years      |                |  |  |  |





# Conditions

### Additional Key NFT contract information:

Consider for a moment how you want your NFT to be handled after its sale. In this section you may detail

the sorts of rights the NFT grants the beholder, but also include limitations on what the beneficial owner

may do with the NFT moving forward.

\*Note: These details should also be specified in the product's CoA

#### If the beneficial owner of the NFT is not the Artist, do they have reproduction rights?



If "Yes", may you detail those rights and their conditions below.

Write details here:

# Transfer to Another Platform

Additional Key NFT information:

- In case of transfer of the NFT to another platform, all fees are covered by the owner.
- Please note that if an NFT is transferred to another platform prior to the sale or during a sale all fees are due.
- Please note that in case of an NFT being transferred to another platform after sale, WISe.Key refutes all legal and maintenance responsibilities in terms of security and logistics

### Artist/Beneficial Owner date and signature

Date: 23.05.2022



**Signature:** On behalf of Artists CM (See annex dated 23.05.2022)

# For further information please contact:

Sixtine Crutchfield Art Director WISe.Art scrutchfield@wisekey.com

#### Carlos Moreno VP Corporate Alliances and F

VP Corporate Alliances and Partnerships cmoreno@wisekey.com



ANNEX

