

Risks

Risks Associated with Limited Digital Assets Acquired on the NFTonKEY Platform

Please read these Risks Associated with Limited Digital Assets Acquired on the NFTonKEY Platform very carefully, as they relate to your purchase, ownership, listing, sale, transfer and/or other disposition of Limited Digital Assets ("**LDAs**"), a type of nonfungible token (**NFT**) created by NFTonKEY (defined below), that are purchased, listed or sold on any website, mobile application, web application, decentralized application, smart contract, API or other platform, application or service (collectively, the "**NFTonKEY Platform**") offered by or associated with Drum Talk TV C-Corp., a Delaware corporation ("**NFTonKEY**") doing business as NFTonKEY.

NFTonKEY Makes No Representations and Warranties

NFTonKEY makes no representations or warranties, express or implied, written or oral, made by or on behalf of NFTonKEY in connection therewith, including any representations or warranties of title, non-infringement, functionality, merchantability, usage, security, suitability or fitness for any particular purpose, workmanship or technical quality of any LDA or work, smart contract code, or software.

The Purchase Price of Your LDA May Not be Fair and NFTonKEY Does Not Guarantee the Value of LDAs

The prices of digital assets are extremely volatile. You acknowledge and consent to the risk that the price of an LDA purchased on the NFTonKEY Platform may have been and/or will be influenced by activity outside of the control of NFTonKEY or the NFTonKEY Platform. For example, fluctuations in the price of other digital assets could materially and adversely affect the value of your LDAs, which may also be subject to significant price volatility. Further, you may be unable to sell your LDAs and there is no guarantee that the market for any LDA will be active and liquid or permit you to liquidate LDAs when desired or at favorable prices.

Digital assets could also be impacted by one or more regulatory inquiries, regulatory actions, or legislative policies which could impede or limit your ability to access or use your LDAs, the NFTonKEY Platform or the blockchain networks on which LDAs are compatible, which may include, among others, Ethereum, Polygon and Solana ("**LDA Blockchain Networks**").

NFTonKEY does not represent, guarantee, or warrant the accuracy or fairness of the price of any LDA sold on the NFTonKEY Platform. You agree and acknowledge that NFTonKEY is not a fiduciary nor owes any duties to a you, including the duty to ensure fair pricing of LDAs sold on the NFTonKEY Platform or to police user behavior on the NFTonKEY Platform.

You Acknowledge Financial Risk of LDAs

Use of the NFTonKEY Platform, including the creating, buying, selling or trading LDAs, may carry financial risk. LDAs are, by their nature, highly experimental, risky, volatile and transactions carried through the NFTonKEY Platform are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the NFTonKEY Platform at your own risk. The risk of loss in acquiring digital assets can be substantial. You should, therefore, carefully consider whether creating, buying, or selling LDAs is suitable for you in light of your circumstances and financial resources. By using the NFTonKEY Platform, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying LDAs. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your own evaluation of the merits and risks of any transaction conducted via the NFTonKEY Platform or any underlying LDA. You accept all

consequences of using the NFTonKEY Platform, including the risk that you may lose access to your LDAs indefinitely. All transaction decisions are made solely by you. NFTonKEY accepts no responsibility whatsoever for and will in no circumstances be liable to you in connection with the use of the NFTonKEY Platform for performing LDA transactions. Under no circumstances will the operation of all or any portion of the NFTonKEY Platform be deemed to create a relationship that includes the provision or tendering of advice.

Gas Fees Fluctuate and are Unpredictable

All transactions on the NFTonKEY Platform, including without limitation minting, tokenizing, bidding, listing, offering, purchasing, or confirming, are facilitated by smart contracts existing on LDA Blockchain Networks. Each LDA Blockchain Network generally requires the payment of a transaction fee (a "**Gas Fee**") for every transaction that occurs on such LDA Blockchain Network, and thus every transaction occurring on the NFTonKEY Platform. If you initiate a transaction on an LDA Blockchain Network you most likely will have to pay fees in the form of such LDA Blockchain Network's native token ("**Native Tokens**"). These Gas Fees are paid to validate a transaction. The value of the Gas Fees change (often unpredictably), will vary from transaction to transaction, and is entirely outside of the control of NFTonKEY or the NFTonKEY Platform. NFTonKEY does not establish the amount of Gas Fees required to complete a transaction and there is no limit on the Gas Fees a transaction may need to complete in a timely manner. Additionally, an error in the smart contract creating your LDAs could result in unintended or uncontrolled gas usage which, if not limited by you through its wallet interface, may deplete the amount of the applicable Native Tokens held you. Further, NFTonKEY does not control any LDA Blockchain Network, and there is no guarantee that any LDA Blockchain Network will continue to operate under its current terms in the future. You acknowledge that under no circumstances will a contract, agreement, sale, offer, bid, or other transaction on the NFTonKEY Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to you. You also acknowledge and agree that gas is non-refundable under all circumstances.

You are Responsible for Your Own Taxes

You are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with your use of the NFTonKEY Platform (including, without limitation, any taxes that may become payable as the result of your ownership, purchase, transfer, sale, or creation of any LDAs). You are solely responsible for determining what, if any, taxes apply to your transactions through the NFTonKEY Platform. You acknowledge and agree that NFTonKEY is not responsible for determining the taxes that apply to such transactions.

Increases in Digital Asset Prices and Transaction Volume has Attracted Tax Authority Attention

As the laws governing digital assets are still evolving, the tax treatment of digital assets in various jurisdictions is subject to change. As there is considerable uncertainty over the taxation of digital assets, NFTonKEY cannot guarantee that digital assets like your LDAs will not be subject to further taxation in the future, including but not limited to additional taxes and increased tax rate. These events could reduce the economic return and increase the holding costs of digital assets, which could materially and adversely affect your LDAs.

Artists are not obligated to promote any LDA

The Artist of the music underlying your LDAs has no obligation to take any actions to promote your LDAs and there is no guarantee that any such activities will increase the value of your LDAs, and the royalty payments accordingly, since the streaming popularity of the

music underlying your LDAs is based on algorithms created and utilized by streaming platforms such as Facebook, Youtube, Spotify and Apple Music. As a result, NFTonKEY cannot ensure that any LDA will generate royalty payments.

Payments of Royalties Associated with LDAs are Not Guaranteed

While it is expected that owners of LDAs will receive payments of royalties, NFTonKEY cannot guarantee this outcome. It is possible that the music underlying your LDA may lose its distributor and for a period of time, or in perpetuity, may not have any bona fide distributor in place to distribute the music underlying your LDA. In such a situation, any royalty payment you receive in connection with your ownership of the applicable LDAs will be greatly reduced and negatively impacted.

NFTonKEY Cannot Guarantee the Performance of Experiential Access Rights Associated with an LDA

The terms of certain LDAs may provide the holder of such LDAs with access to special or curated experiences, as more fully described in the sale materials respecting such LDAs (the "**Experiential Access Rights**"). You acknowledge that NFTonKEY cannot, and does not, make any guarantee as to the satisfaction or performance of the Experiential Access Rights associated with any LDA acquired via the NFTonKEY Platform and that there is a risk that the Experiential Access Rights associated with an LDA may not be fully performed or satisfied or performed or satisfied at all.

You Acknowledge the Risks of the NFTonKEY Platform

You acknowledge that the NFTonKEY Platform is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the NFTonKEY Platform. This warning and others provided on the NFTonKEY Platform by NFTonKEY in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing or accessing the NFTonKEY Platform. The NFTonKEY Platform may experience sophisticated cyber-attacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions to or delays on the NFTonKEY Platform. You agree to accept the risk of any NFTonKEY Platform failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and you agree not to hold NFTonKEY accountable for any related losses. NFTonKEY will not bear any liability, whatsoever, for any damage or interruptions caused by any viruses that may affect your computer or other equipment, or any phishing, spoofing, or other attacks.

NFTonKEY Relies on Third-Party Providers

The NFTonKEY Platform will rely on third-party providers to perform the transactions with respect to LDAs and any other digital assets. If NFTonKEY is unable to maintain a good relationship with such providers; if the terms and conditions or pricing of such providers change; if NFTonKEY violates or cannot comply with the terms and conditions of such providers; or if any of such providers loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the NFTonKEY Platform will suffer.

The NFTonKEY Platform Generally Does Not Store, Send, or Receive LDAs

Other than for certain qualified users of the NFTonKEY Platform who have a NFTonKEY digital wallet, the NFTonKEY Platform does not store, send, or receive LDAs. This is because LDAs exist only by virtue of the ownership record maintained on its supporting LDA Blockchain Networks. Other than for certain qualified users of the NFTonKEY Platform who have a NFTonKEY digital wallet any transfer of LDAs occurs within the supporting LDA Blockchain Network and not on the NFTonKEY Platform. Transactions in LDAs (including to and from NFTonKEY digital wallets) may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions shall be deemed to be

made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.

Internet Based Assets Are Inherently Risky

There are risks associated with using an internet based assets, 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. A significant disruption in internet connectivity could disrupt the networks' operations until the disruption is resolved and could have an adverse effect on the value of your LDAs. In addition, blockchain-based networks have been subjected to a number of denial-of-service attacks, which led to temporary delays in transactions. It is possible that such an attack could adversely affect the NFTonKEY Platform and your LDAs, including their value. You accept and acknowledge that NFTonKEY will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the NFTonKEY Platform or interacting with your LDAs, however caused.

NFTonKEY is Not Responsible for Technical Errors on any LDA Blockchain Network

NFTONKEY IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF ANY LDA BLOCKCHAIN NETWORK OR THE METAMASK ELECTRONIC WALLET OR ANY LDA BLOCKCHAIN NETWORK-COMPATIBLE BROWSER OR WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE APPLICABLE LDA BLOCKCHAIN NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

Upgrades to a LDA Blockchain Network, a hard fork to such LDA Blockchain Network, or a change in how transactions are confirmed on such LDA Blockchain Network may have unintended, adverse effects on all blockchains using the ERC-20, ERC-721 or ERC-1155 standards, including the NFTonKEY Platform.

Your LDAs May be Subject to Malfunction or May Function in Unexpected or Unintended Ways

Your LDAs, and any network with which your LDAs are interacting may malfunction or may function in unexpected or unintended ways. This may be caused by your LDAs, other networks, or a number of other causes, some of which are unforeseeable. Any malfunction or unintended function could result in the complete loss of your LDAs.

NFTonKEY and Your LDAs May be Subject to Security Weaknesses, Hackers and Theft

Hackers or other groups or organizations may attempt to interfere with NFTonKEY, your LDAs and/or your digital wallet in any number of ways, including denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. There is a risk that your LDAs and the technology infrastructure may include security weaknesses or bugs, which may interfere with the use, or cause the complete loss, of your LDAs. Advances in cryptography may present risks to cryptocurrencies, digital tokens (including Native Tokens), LDA Blockchain Networks, your LDAs, and NFTonKEY's technology infrastructure, which may result in the theft or complete loss of your LDAs.

You Acknowledge the Risk of Smart Contracts and Blockchain Technology, and Assume the Risk of Interacting with Smart Contracts and Blockchain Technology

Transactions on the NFTonKEY Platform, including but not limited to primary sales, secondary market sales, listings, offers, bids, acceptances, and other operations on the NFTonKEY Platform utilize experimental smart contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. You acknowledge and agree that such technologies are experimental,

speculative, and inherently risky. You acknowledge and agree that the NFTonKEY smart contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of LDA Blockchain Networks (i.e., "forks"), which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or LDAs, or lost opportunities to buy or sell LDAs. NFTonKEY assumes no liability or responsibility for any such smart contract or related failures, risks, or uncertainties.

Further, you hereby acknowledge and assume the risk of interacting with and participating in transactions on the NFTonKEY Platform and take full responsibility and liability for the outcome of any transaction they initiate, whether or not the smart contracts, the NFTonKEY Platform or other participants on the NFTonKEY Platform behave as expected or intended. You hereby represent that you are knowledgeable, experienced and sophisticated in using blockchain technology, the NFTonKEY Platform, and in initiating LDA Blockchain Network-based transactions.

YOU FURTHER REPRESENT AND WARRANT THAT YOU UNDERSTAND AND ARE WILLING TO ACCEPT THE RISKS ASSOCIATED WITH CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS SUCH AS THE SMART CONTRACTS, LDA BLOCKCHAIN NETWORKS, NON-FUNGIBLE TOKENS, AND THE INTERPLANETARY FILE SYSTEM AND THAT YOU HAVE A WORKING KNOWLEDGE OF DIGITAL ASSETS. SUCH SYSTEMS MAY HAVE VULNERABILITIES OR OTHER FAILURES, OR OTHER ABNORMAL BEHAVIOR. NFTONKEY IS NOT RESPONSIBLE FOR ANY ISSUES WITH SUCH SYSTEMS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES AS A RESULT. YOU ACKNOWLEDGE THAT THE COST AND SPEED OF TRANSACTING WITH CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS SUCH AS LDA BLOCKCHAIN NETWORKS ARE VARIABLE AND MAY INCREASE AT ANY TIME. YOU FURTHER ACKNOWLEDGE THAT NFTONKEY IS NOT RESPONSIBLE FOR ANY OF THESE VARIABLES OR RISKS AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING THE NFTONKEY PLATFORM. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING AND INTERACTING WITH THE NFTONKEY PLATFORM.

NFTONKEY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF ANY LDA BLOCKCHAIN NETWORK OR THE METAMASK ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE NFTONKEY PLATFORM, LDA BLOCKCHAIN NETWORKS, THE METAMASK ELECTRONIC WALLET OR OTHER LDA BLOCKCHAIN NETWORK-COMPATIBLE BROWSER OR WALLET.

A Valid Network Address is Required to Participate in the Distribution of LDAs, and You May Not Have the Skills Necessary to Secure LDAs or Collect Royalty Distributions Associated with LDAs

The LDAs will be delivered when and if an issuance on the applicable LDA Blockchain Network protocol occurs to a digital wallet address indicated by you at the time of purchase. The address you designate is the only address that will be allowed to claim LDAs at the time of distribution. If you lose access to the wallet address designated at the time of purchase, you may be unable to receive your LDAs. You will be required to claim LDAs in order to receive any royalty distributions. NFTonKEY will provide instructions to you about how to

claim your LDAs prior to any royalties being distributed. If you are unable to follow those instructions, you may be unable to claim such royalty distributions.

Purchasing LDAs may require technical skill beyond of what you possess. Securing or trading your LDAs or collecting royalty distributions relating to the LDAs requires working knowledge of blockchain technology, blockchain assets and their attendant systems and processes.

NFTonKEY Is Not Responsible for Your Digital Wallet on the NFTonKEY Platform

For certain qualified users of the NFTonKEY Platform, NFTonKEY may offer digital wallets or other custodial solutions for such qualified users' LDAs. You are solely responsible for the security of your NFTonKEY digital wallet, and any LDAs held in such NFTonKEY digital wallet. NFTONKEY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSSES YOU INCUR AS A RESULT OF YOUR USE OF YOUR NFTONKEY DIGITAL WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM (I) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE NFTONKEY PLATFORM, ANY NFTONKEY DIGITAL WALLET OR ANY LDA BLOCKCHAIN NETWORK.

There are Risks to Digital Wallets and Storing Private Keys

You may also create and maintain your own digital wallets. Vulnerabilities or errors in the computer code operating digital wallets can, and have in the past, resulted in the permanent loss of any digital assets held in those wallets. Vulnerabilities and exploits may permit bad actors to irreversibly transfer assets out of the wallet. Similarly, code errors and poorly constructed smart contracts underlying the operation of digital wallets have in the past resulted in the 'locking' of wallets, freezing assets in place permanently. This may effectively destroy the value of your LDAs held in your wallets, and such errors may never be reversible, or the assets rendered irretrievable. Further, physical or digital records of the private keys corresponding to digital wallets that store your LDAs should be safeguarded by using physical secured storage or encrypted digital storage methods. Any loss or theft of such records and/or backup records would adversely affect your LDAs.

The Ledger Showing the Distribution of LDAs will be Publicly Available

The distributed ledger that will be used to record distributions of LDAs will be available to the public. The personal identity information necessary to associate a public key of an LDA with the owner will be maintained by NFTonKEY in a proprietary ledger system that is not exposed to the public. Thus, distribution data with respect to LDAs will be available but not the identity of the initial holder of such LDAs. Security breaches relating to the proprietary ledger system maintained by NFTonKEY could result in theft of the information necessary to link personal identities with public keys, and the stolen information could be used to determine your complete purchasing history.

Regulations Governing Blockchain Technologies, Tokens and Other Digital Assets is Uncertain

Regulation of blockchain technologies and digital asset currently is undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development, growth, adoption and support of your LDAs. As blockchain networks and blockchain assets have grown in popularity and in market size, federal and state agencies have begun to take interest in, and in some cases, regulate,

their use and operation. In the case of virtual currencies, state regulators like the New York Department of Financial Services have created new regulatory frameworks. Others, as in Texas, have published guidance on how their existing regulatory regimes apply to virtual currencies. Some states, like New Hampshire, North Carolina, and Washington, have amended their state's statutes to include virtual currencies into existing licensing regimes. Treatment of virtual currencies continues to evolve under federal law as well. The Department of the Treasury, the Securities Exchange Commission, and the Commodity Futures Trading Commission (the "CFTC"), for example, have published guidance on the treatment of virtual currencies. The IRS released guidance treating virtual currency as property that is not currency for US federal income tax purposes, although there is no indication yet whether other courts or federal or state regulators will follow this classification. Both federal and state agencies have instituted enforcement actions against those violating their interpretation of existing laws.

The regulation of non-currency use of blockchain assets is also uncertain. The CFTC has publicly taken the position that certain blockchain assets are commodities, and the SEC has issued a public report stating federal securities laws require treating some blockchain assets as securities. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a blockchain network, exchange, or asset, your LDAs may be materially and adversely affected. Blockchain networks also face an uncertain regulatory landscape in many foreign jurisdictions such as the European Union, China and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect your LDAs. Such laws, regulations or directives may conflict with those of the United States. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development, growth, adoption and support of your LDAs. New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which your LDAs may be exchanged, the liquidity of your LDAs, the ability to access marketplaces or exchanges on which to trade your LDAs, and the structure, rights and transferability of your LDAs.

Further Development and Acceptance of Blockchain-Based Networks are Subject to a Variety of Factors that are Difficult to Evaluate

The growth of the blockchain industry in general, as well as the blockchain-based networks on which the NFTonKEY Platform and your LDAs will rely, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain-based networks, include, without limitation:

- Worldwide growth in the adoption and use of blockchain-based technologies;
- Government and quasi-government regulation of Bitcoin, Ethereum and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain-based networks or similar systems;
- The maintenance and development of the open-source software protocol of LDA Blockchain Networks;
- Changes in consumer demographics and public tastes and preferences;

- The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- General economic conditions and the regulatory environment relating to cryptocurrencies; and
- A decline in the popularity or acceptance of blockchain-based technologies, virtual currencies and digital assets.

IN ADDITION TO THE RISKS LISTED ABOVE, RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN, OR WHICH ARE NOT SUMMARIZED ABOVE, MAY ALSO HAVE AN ADVERSE EFFECT ON YOUR PURCHASE AND OWNERSHIP OF YOUR LDAS.