

MYSTIC GALACTIC MISSION ONE LLC
1212 N. MINERAL SPRINGS RD. DURHAM, NC 27703
WWW.MYSTICGALACTIC.COM
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MYSTIC GALACTIC BOTTLE DEPOSIT AGREEMENT

THIS MYSTIC GALACTIC BOTTLE DEPOSIT AGREEMENT (this “**Agreement**”) is made and entered into as of the date that Mystic Galactic Mission One LLC, a North Carolina LLC (“**Mystic**”) accepts a deposit (the “**Bottle Deposit**”) to secure the right to purchase a 750ml bottle of Mystic Galactic Bourbon which at the time of purchase will have been aged for at least 12 months in orbit around the planet Earth (the “**Galactic Bottle**” or “**Bottle**”). The person paying the deposit and each person to whom the ownership of their interests hereunder shall transfer (the “**Customer**”) agree that the purchase of the **Galactic Bottle** and all related rights and duties shall be exclusively governed by this Agreement. Customer and Mystic shall each be a “**Party**” to this Agreement and are collectively referred to as the “**Parties**”.

WHEREAS, **Mystic** markets spirits produced by craft distillation and aging, including aging in orbit around the earth; and

WHEREAS, **Customer** desires to own a **Galactic Bottle**, to sample the **Bourbon** contained therein without having to open the **Galactic Bottle** to do so, and to have access to apps, events and experiences that are to be provided to **Customers** related to the production of Mystic Galactic Bourbon Whiskey, on the terms and conditions set forth in this Agreement.

NOW THEREFORE the **Parties**, in consideration of the promises and mutual covenants contained herein, agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the respective meanings set forth below:

“**Agreement**” means this Mystic Galactic Bottle Deposit Agreement including all recitals.

“**Benefit**” means access to purchase an event or app, or another good or service, which **NFT Record Owners** receive access to by virtue of their status as **NFT Record Owners**.

“**Bottle Deposit**” means the funds paid to **Mystic** by a **Customer** to secure their right to purchase the “**Galactic Bottle**” and the **Benefits** corresponding to the **NFT** issued at the time the deposit is paid, less any **Permitted Disbursements**.

“**Bourbon**” means whiskey meeting the standard of identity in 27 CFR § 5.22(b)(i) for bourbon whiskey produced at DSP-NC-21054 and selected for inclusion in **Galactic Bottles**.

“**Customer**” has the meaning set forth in the first paragraph of this Agreement.

“**Dispute**” has the meaning set forth below.

“**Durham Facility**” shall mean Barrister and Brewer LLC’s production and warehouse facility located at 1212 N. Mineral Springs Road, Durham North Carolina, and licensed as DSP-NC-21054 and other licensed facilities it may own or lease capacity from during the **Term** of this **Agreement**.

“**Effective Date**” has the meaning set forth in the first paragraph of this Agreement.

“**Force Majeure**” shall have the meaning set forth in Section 10(a).

“**Galactic Bottle**” or “**Bottle**” have the meaning set forth in the first paragraph of this Agreement.

“**Gas Fees**” are the fee **Customers** pay in order to complete a transaction or execute a contract on the [Ethereum](#) blockchain or sidechain platform.

“**Launch**” means the loading of the **Bourbon** onto a vehicle capable of insertion of the same into **LEO** in preparation for a mission, and the ignition of the main engines on said vehicle for the purpose of achieving an orbital insertion of the bourbon.

“**Low Earth Orbit**” or “**LEO**” means the region of space above an altitude of 62 miles above sea level.

“**Mystic**” has the meaning set forth in the first paragraph of this Agreement.

“**NFT**” means the Ethereum blockchain or sidechain, non-fungible token assigned to each **Galactic Bottle** and transferred to the **Customer** paying the **Bottle Deposit** to **Mystic** at the time of payment.

“**NFT Record Owner**” means the person recorded as the current owner of the **NFT** on the Ethereum blockchain at such relevant time as a term or condition of this **Agreement** is to be applied or construed.

“**Party**” or “**Parties**” has the meaning set forth in the first paragraph of this Agreement.

“**Permitted Disbursement**” means an amount that will be deducted from the **Bottle Deposit** when an **NFT Record Owner** is given access to a **Benefit**, regardless of whether **NFT Record Owners** actually accept or participate in the **Benefit**.

“**Person**” means an individual, a corporation, a limited liability company, a partnership, an association, a trust or other entity or organization.

“**Released Parties**” means **Mystic**, Barrister and Brewer LLC, Katmar LLC, and any of the foregoing entities’ members, directors, agents or contractors.

“**Tax**” or “**Taxes**” means all applicable foreign, federal, state, county and local ad valorem, sales, transfer, use and other similar taxes, and any other charges, duties, fees, or impositions imposed by any governmental authority, including without limitation the state of North Carolina that apply to the purchase of distilled spirits.

“**Term**” has the meaning set forth in Section 9.

“**\$**” means United States Dollars.

2. **Bottle Deposit and Record Keeping.**

- (a) Pursuant to this Agreement, upon their payment of the **Bottle Deposit** and any required **Gas Fees**, the **Customer** will be issued a Non-Fungible Token, recorded on the Ethereum blockchain and **Customer** will be given the private key to the **NFT** so that they can become the **NFT Record Owner**. **Customer** may choose to store the **NFT** in an electronic wallet or otherwise, but **Customer** agrees that once the **NFT** is issued, **Mystic** cannot access the private key nor provide any assistance to recover the same.
- (b) The **Parties** agree that the **NFT** is the only definitive record of ownership of the **Bottle Deposit** itself and a **Person’s** right to receive all the other rights and benefits provided by this **Agreement**, including without limitation, access to apps and events, use of the **Bottle Deposit** to purchase the **Bottle**, and to receive refunds. The **Parties** agree that **Mystic** shall refer only to the **NFT** to determine, among other things, the identity of the **Person** entitled to be admitted to events related to the production and release of **Mystic Galactic Bourbon**, access to software applications providing telemetry data, media, and updates about the production of the **Bourbon**, and the use the **Bottle Deposit** for the purchase of the **Galactic Bottle**. Neither **Mystic** nor any **Released Parties** shall have any liability for relying on the information contained in the **NFT** blockchain to positively identify the **NFT Record Owner**, or for requiring that the **NFT** private key be used to effectuate a blockchain transaction to prove the identity of the **NFT Record Owner** or to control access to any right or **Benefit** provided to the **NFT Record Owner** under this **Agreement**.
- (c) **Customer** agrees that a transfer of the **NFT**, as recorded in a completed blockchain transaction to another person, divests the prior holder of all

rights under this Agreement and irrevocably vests those rights in the other person to whom the NFT was transferred for so long as they are listed in the blockchain as the NFT Record Owner. These rights include but are not limited to the right to use or receive a refund of the Bottle Deposit, use of apps related to the Galactic Bottles, and to attend any events provided to the NFT Record Owners.

- (d) **Customer** agrees that if **Customer** loses access to the NFT private key, **Customer** will lose access to the **Bottle Deposit**, and all benefits under this **Agreement**, and that **Customer** is solely responsible for keeping their private key secure and in a usable form.
- (e) Upon receipt of a **Bottle Deposit**, the **Bottle Deposit** shall be converted to \$, and held by **Mystic** in an FDIC insured bank, denominated in \$ (regardless of the original payment method or currency) until the **NFT Record Owner** either:
 - (i) receives a refund of the **Bottle Deposit** as provided herein,
 - (ii) receives access to a **Benefit** corresponding with a **Permitted Disbursement**.
 - (iii) receives notice that the bottle corresponding to the NFT is available for purchase using the **Bottle Deposit** to pay for the **Bottle** pursuant to Section 5(b), or waives the right to use the **Bottle Deposit** as provided in Section 5(e).
- (f) **Customer** agrees that it is not entitled to any interest earned on the **Bottle Deposit**, even if **Mystic** receives interest income from the financial institution holding the **Bottle Deposit**.

3. **Orbital Aging**

- (a) Once **Mystic** has taken **Bottle Deposits** for at least one thousand (1000) **Bottles**, **Mystic** will use other funds to prepare to **Launch** sufficient barreled **Bourbon**, aged 36 months or more, into **LEO** for further aging to fill the production requirements for the **Bottles**. The **Launch** will take place in a commercially reasonable time considering the engineering, fabrication, qualification and launch services availability necessary to achieve the mission objectives and parameters. **Customer** acknowledges that this is a difficult mission requiring care and expertise to complete. Nothing in this **Agreement** shall preclude **Mystic** from conducting a **Launch** prior to the receipt of a certain number of **Bottle Deposits**.
 - (i) After **Launch**, **Mystic** will attempt to age the barreled **Bourbon** in **LEO** for a sufficient period (but not less than 12 months) such that the **Bourbon** has been aged in oak barrels for a total period of more than 48 months.
- (b) If **Mystic** fails to collect 1000 (one-thousand) **Bottle Deposits** within 365 days of taking its first **Bottle Deposit**, **Mystic** may announce one 90-day extension of the initial sale. If less than 1000 (one-thousand) **Bottle Deposits** are collected within

455 days of taking its first **Bottle Deposit**, **Mystic** shall convert the **Bottle Deposits** from \$ into the form received and refund them in the form received to the **NFT Record Owner** at the time the refund is announced. **Mystic** may use a portion of the **Bottle Deposit** to pay the actual cost of the **Gas Fees** required to process the refund transaction.

- (c) If a **Launch** fails to achieve the successful return of the **Bourbon** for bottling, **Mystic** may either:
 - (i) Proceed with a subsequent **Launch**, in accordance with the terms of Section 3(a), or
 - (ii) Announce a refund of the **Bottle Deposit** and, within sixty (60) additional days, refund the **Bottle Deposits** remaining after any **Permitted Disbursements**.
 - (1) **Mystic** shall have the option of refunding the **Bottle Deposit** by:
 - a. Issuing an electronic payment refund using the same method by which the **Bottle Deposit** was paid, converting the amount of \$ then remaining into Ether and refunding the same to the **NFT Record Owner** through a blockchain transaction. **Customer** acknowledges that there is a risk that the Ether exchange rate from \$ may have changed over the time between payment of the **Bottle Deposit** and the refund, and accepts that the actual exchange rate used by **Mystic** to convert the **Bottle Deposits** into Ether will be used to calculate the amount of Ether payable to the **NFT Record Owners**. **Mystic** may use a portion of the **Bottle Deposit** to pay the actual cost of the **Gas Fees** required to process the refund transaction.

4. **Benefits & Permitted Disbursements**

- (a) **NFT Record Owners** may be given access to **Benefits** as listed below. **Mystic** will create events which, in **Mystic's** sole discretion, provide a level of quality commensurate to the exclusivity of the event. No guarantee of satisfaction is made with respect to any **Benefits**.
- (b) Access to **Benefits** may be conditioned on the **NFT Record Owner** agreeing to the terms of software license agreements or releases. The refusal of an **NFT Owner** to agree to any release or software license agreement shall not affect **Mystic's** right to **Permitted Disbursements**.
- (c) **Mystic** shall not be required to accommodate scheduling requests, security arrangements beyond normal commercial security that would be provided for

members of the general public, food meeting specific dietary requirements, or any other accommodations unless related to a documented disability and required by applicable law. All disability related requests shall be made within five (5) days of the announcement of the event.

- (d) **Mystic** reserves the right to terminate **Benefit** access to any **NFT Record Owner** whose behavior, in **Mystic's** sole opinion, interferes with the safety of any **Persons** or property, or hinders other's enjoyment of the event, or violates any law or rule of the place where the event is held. No refunds will be given for any **Permitted Disbursements** related to **Benefits** no longer accessible pursuant to this provision.
- (e) **Mystic** shall not be responsible for any costs of any kind incurred by **NFT Record Owners** in accessing any **Benefit**, such costs include without limitation, travel and lodging costs, duties, taxes or government permit fees, aircraft or other vehicle parking fees or tolls, vaccinations required for travel, device costs, shipping costs, interpreter fees, currency exchange fees, internet or telephone access or use charges, or any other costs of any kind occasioned by the availability of or acceptance of a benefit.
- (f) A list of the **Benefits** and the corresponding **Permitted Disbursements** is as follows:
 - (i) Launch Party - Location TBD (includes one (1) Guest) \$4,000
 - (ii) Telemetry Application - iOS or Android up to 5 devices \$1,000
 - (iii) Recovery Party - Location TBD (includes one (1) Guest) \$5,000

5. Purchase of Bottle.

- (a) Once the **Bourbon** returns from **Low Earth Orbit**, each of the **Galactic Bottles** bearing an **NFT** will be filled with the **Bourbon** proofed to 50% Alc./Vol. (100 proof) within a maximum tolerance as allowed by applicable regulations and bottled in a 750ml glass bottle pursuant to an approved COLA. **Customer** agrees that the packaging provided may differ materially from the prototypes shown previously to the public, and that certain elements of the packaging may not be reasonably available at the time of packaging. **Mystic** reserves the right to make artistic and other changes to the packaging, so long as the bottle sold contains the **Bourbon**, and so long as the packaging meets the requirements for the packaging of distilled spirits for retail sale in effect at the time of the bottling, in the jurisdiction where the bottle will be sold.
- (b) When the **Bourbon** is made available for sale, **Mystic** shall notify each **NFT Record Owner** that a **Galactic Bottle** marked with the corresponding **NFT** is available for purchase at the **Durham Facility** or another approved seller selected by **Mystic** at its sole discretion. The seller will apply the full amount of the **Bottle Deposit** to the pre-tax purchase price of the **Bottle** and that price shall not exceed the amount of the **Bottle Deposit** remaining at the time the **Galactic Bottles** are made available for purchase. All **Taxes** associated with the sale of the **Bottle** are

the responsibility of the **Customer** purchasing the **Bottle** and must be paid in full at the time of purchase using the currency specified by the seller. At the time the **Galactic Bottles** are made available for purchase, **Mystic** shall withdraw the full amount of the **Bottle Deposit** for its own use.

- (c) A 50ml quality control sample of the proofed **Bourbon** shall be included with each **Galactic Bottle** sold at the time of purchase. This can be provided to the **NFT Record Owner** or their agent for either on-premise consumption where allowed by law, or packaged in a 50ml glass bottle pursuant to an approved COLA for consumption off-premise where allowed by law. Any **Taxes** due on the 50ml sample must be paid by the purchaser at the time of purchase.
 - (d) At the time of purchase, the **Bottle Deposit** will only be applied, and the **Galactic Bottle** released, to the **NFT Record Owner** of the corresponding **NFT** or an agent of the same, upon completion of a blockchain release transaction using the private key, and the **Galactic Bottle** will only be released to a person legally allowed to purchase, possess and consume distilled spirits under the law of the jurisdiction where the release occurs.
 - (e) For security reasons, all **Bottles** must be purchased from the **Durham Facility** or from another location as determined by **Mystic** in its sole discretion. **Bottles** must be purchased within 90 days of **Mystic's** notification to **NFT Record Owners** that the **Bottle** is available for purchase. Appointments will be required and any **Customer** or agent of the same, failing to arrive within 15 minutes of their appointed delivery time may be required to reschedule regardless of whether this causes inconvenience or expense including, without limitation, storage fees. **Customer** agrees that (due to the extreme security requirements and other expenses attendant to safely storing the **Galactic Bottles**) any **Bottle** not purchased after 90 days will incur additional storage charges of \$2,000 per month or fraction thereof per **Bottle**. Storage charges must be paid in full at the time of purchase in addition to the purchase price and applicable **Taxes**. Any **Bottles** not purchased within 180 days will be deemed abandoned and shall become the property of **Mystic** and all related **Bottle Deposit** funds shall be retained by **Mystic** as liquidated damages for the excessive storage costs.
6. **Mission Telemetry** Once the **Bourbon** is selected and prepared for orbital aging, at reasonable times, unless interrupted by physical factors, limitations due to ground transportation or security concerns, government regulations, human error, or equipment failure, **Mystic** shall make reasonable efforts to provide the **Customer** with telemetry data showing the location of the **Bourbon**, the pressure inside each Barrel containing the **Bourbon**, fiber optic views of the inside of one or more of the barrels containing the **Bourbon** and the temperature of the **Bourbon**. All costs associated with accessing the data, including but not limited to internet access fees, device costs, connectivity charges, or other costs of whatever kind are the responsibility of the **Customer**. **Mystic** will limit this access to **NFT Record Owners**, and security measures will require periodic authentication of **NFT** ownership to maintain access to the telemetry data. **Mystic** shall have no liability to **Customer** for the failure to provide the data described in this Section, or for **Customer's**

inability to access the data so provided. All such data is provided for entertainment purposes only.

7. **Term.**

This **Agreement** shall commence on the **Effective Date** and expire when the **NFT Record Owner** has either received a refund of their **Bottle Deposit** pursuant to Section 3(b) or 3(c)(ii), purchased the **Galactic Bottle** pursuant to Section 5(b), or waived the right to do so pursuant to the time limitation in Section 5(e) (the “**Term**”). At the end of the **Term**, the **Customer** fully and forever releases any and all claims against any and all **Released Parties** for any and all claims related in any way to the subject matter of this Agreement.

8. **Limitations and releases.**

- (a) ANY WARRANTIES OF **MYSTIC** SET FORTH IN THIS **AGREEMENT** ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY **MYSTIC** OR BY ANY OF THE **RELEASED PARTIES** AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE. EXCEPT AS OTHERWISE EXPRESSLY AND SPECIFICALLY SET FORTH IN THIS AGREEMENT, **MYSTIC** AND THE **RELEASED PARTIES** (WHO THE PARTIES INTEND AS THIRD-PARTY BENEFICIARIES OF THIS **AGREEMENT**) MAKE NO (AND HEREBY DISCLAIM AND NEGATE ANY AND ALL) REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TIMELY PERFORMANCE, AND ANY WARRANTIES OF NON-INFRINGEMENT, WITH RESPECT TO ANY AND ALL GOODS OR SERVICES PROVIDED TO **CUSTOMER** UNDER THIS **AGREEMENT**.
- (b) THE **PARTIES** HEREBY AGREE THAT IN NO EVENT SHALL ANY **THE RELEASED PARTIES’** LIABILITY OR INDEMNIFICATION OBLIGATION ARISING HEREUNDER OR FROM THE SALE OR ANY PRODUCT, OR FROM THE PROVISION OF ANY SERVICES, EXCEED THE PRICE PAID TO **MYSTIC** BY THE FIRST **PURCHASER** OF THE **NFT** FOR THE **NFT**. THE **PARTIES** FURTHER AGREE THAT THE **RELEASED PARTIES** SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOST PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER FORESEEABLE OR WHETHER **MYSTIC** WAS ADVISED OF THE POSSIBILITY OF DAMAGE.
- (c) THE **PARTIES** HEREBY AGREE THAT PARTICIPATION IN ANY ACTIVITIES RELATED TO THIS **AGREEMENT**, INCLUDING WITHOUT LIMITATION ENTRY UPON LAND, CONSUMPTION OF FOOD OR DRINK, USE OR OPERATION OF EQUIPMENT, USE OF SOFTWARE,

ATTENDANCE OF MEETINGS, CELEBRATIONS, PARTIES OR OTHER EVENTS, ARE ENTIRELY AT **CUSTOMER'S RISK AND CUSTOMER** HEREBY FULLY AND FOREVER RELEASES THE **RELEASED PARTIES** AND THE OWNERS AND OPERATORS OF ALL OTHER FACILITIES WHERE SUCH EVENTS MAY TAKE PLACE, AND ALL PERSONNEL EMPLOYED BY OR CONTRACTED BY THE **RELEASED PARTIES** FROM ANY LIABILITY ARISING FROM ANY ACTIVITIES RELATED TO THIS AGREEMENT.

- (d) **WARNING Under North Carolina law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at the Durham Facility if such injury or death results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death. You are assuming the risk of participating in any agritourism activity.**

- (e) NONE OF THE **RELEASED PARTIES** OPERATES THE ETHEREUM BLOCKCHAIN OR HAS ANY CONTROL OVER THE NETWORKS, INFRASTRUCTURE, OR VALIDATION SCHEMES SUPPORTING THE BLOCKCHAIN. NONE OF THE **RELEASED PARTIES** ARE RESPONSIBLE FOR OR SHALL BE HELD LIABLE TO **CUSTOMER** FOR ANY LOSS. THE **RELEASED PARTIES** HAVE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO **CUSTOMER** FOR, ANY USE OF THE **NFT**, INCLUDING WITHOUT LIMITATION ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED FILES; (IV) UNAUTHORIZED ACCESS TO THE **NFT**; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, HACKING, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

- (f) NONE OF THE **RELEASED PARTIES** IS RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE **NFT**. NONE OF THE **RELEASED PARTIES** IS RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE **NFT**, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES.

(g) **MYSTIC WILL ONLY TRANSFER THE BOTTLE DEPOSIT FOR THE BENEFIT OF THE BLOCKCHAIN RECORD OWNER OF THE NFT AT THE TIME OF THE PURCHASE OF THE GALACTIC BOTTLE OR ISSUANCE OF A REFUND; SUCH OWNERSHIP BEING PROVED BY A PRIVATE KEY VERIFICATION TRANSACTION. CUSTOMER WAIVES ALL CLAIMS AGAINST ANY PARTY FOR ERRONEOUS OR FRAUDULENTLY ALTERED BLOCKCHAIN RECORDS. CUSTOMER SPECIFICALLY AGREES THAT NONE OF THE RELEASED PARTIES HAVE AN OBLIGATION TO TURN UNCLAIMED PRODUCT OVER TO ANY GOVERNMENT ENTITY INCLUDING BUT NOT LIMITED TO COURTS, STATE UNCLAIMED PROPERTY DIVISIONS, OR TO FILE AN ACTION SOUNDING IN INTERPLEADER, OR ANY OTHER SIMILAR REQUIREMENTS. CUSTOMER AGREES THAT NOTICE POSTED ON THE HOMEPAGE OF MYSTICGALACTIC.COM OF THE AVAILABILITY OF THE PRODUCT OR AN EMAIL SENT TO THE ADDRESS SUBMITTED TO MYSTIC AS THE ADDRESS FOR THE NFT RECORD OWNER IS SUFFICIENT NOTICE OF THE AVAILABILITY OF THE GALACTIC BOTTLE FOR PURCHASE OR THAT REFUNDS ARE BEING ISSUED.**

9. **Notices.** Any notice, demand, waiver, consent or approval that is required or permitted to be given or delivered to **Mystic** under this **Agreement** will be validly given and delivered only if it is given in writing (whether or not this **Agreement** expressly provides for it to be in writing), first-class, postage prepaid, United States mail (certified and registered, return receipt requested) to **Mystic** at the street address that is listed below or that is designated by Mystic by a notice to the Customer in accordance with the provisions of this Section.

Mystic Galactic Mission One LLC
c/o Mystic Farm & Distillery
1212 N. Mineral Springs Rd.
Durham, North Carolina 27703

Unless otherwise specified herein, any notice, demand, waiver, consent or approval that is required or permitted to be given or delivered to **Customer** under this **Agreement** will be validly given and delivered only if it is either given in a confirmed **NFT** blockchain transaction, publication of a notice to **NFT** owners on www.MysticGalactic.com, or by a notice emailed to the email address listed for the **NFT Record Owner** at the time the email was sent.

10. **Miscellaneous.**

- (a) **Force Majeure.** In the event that **Mystic** shall be delayed, hindered in, or prevented from the performance of any obligation under this Agreement by reason of Force Majeure, performance of such obligation (except the obligation to pay money in a timely manner) shall be excused for the duration of the Force Majeure. For purposes hereof, "**Force Majeure**" means and includes natural elements and weather (including, without limitation, cold, cyclones, drought, earthquake, eruption, heat, hurricanes, ice, landslides, lightning, rain, snow, storms, tidal waves, tornados, typhoons, wind, and other climatic and natural conditions and events and any results thereof, including, without limitation, floods and washouts), acts of God, accidents, acts of third parties, blockage, changes in law, civil disturbance, contaminations, defects, derailments, embargo, emergency (whether local or national), epidemics, equipment or facility breakdowns, explosions, fires, governmental actions and mandates (whether local, state, national, foreign, judicial, regulatory, or otherwise, and including, without limitation, condemnations, directives, emergencies, orders, prorations, quotas, requirements or restrictions), illnesses, insurrections, labor disputes, leakages, lockouts, nuclear events or incidents, quarantines, resource interruptions (including, without limitation, components, feedstocks, fuel, ingredients, inputs, raw materials and utilities), destruction of or damage to right-of-ways (including, without limitation, tracks, bridges, roads and other means of transportation, ingress, or egress), riots, sabotage or terrorism (whether actual or threatened), strikes, transportation and other distribution difficulties and disturbances, wars (whether declared or undeclared), wrecks, and any other conditions, events, matters or occurrences (whether foreseen or unforeseen) to the extent the same are outside the commercially reasonable control of the **Mystic** and directly or indirectly delays, interferes with or prevents the **Mystic** from performing (in whole or in part) its obligations under this Agreement. If **Mystic** claims Force Majeure, **Mystic** shall not be obligated to incur any cost, expense or obligation for purposes of addressing such Force Majeure.
- (b) **Relationship of Parties.** The relationship between the **Parties** is that of a customer paying a deposit to secure the purchase of highly sought after distilled spirits, and for the privilege and cost of participating in an ultra-luxury purchase experience. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business trust, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement, except insofar as **Mystic** shall not sell the **Galactic Bottle** reserved by the payment of the **Bottle Deposit**, and associated with the **NFT** given to **Customer**, to anyone but the **NFT Record Owner** during the **Term** of this **Agreement**.

11. **Dispute Resolution.**

- (a) **Disputes.**

- (1) If any dispute, controversy, or claim arises out of or relating to this Agreement, or the breach thereof, or the breach of any duty of any kind by any of the **Released Parties** (a “**Dispute**”) then such Dispute between shall be resolved in the manner provided by this subsection (c), which shall be the exclusive remedy of the Parties with respect to all Disputes of any kind related to the subject matter of this Agreement.
 - (2) The **Parties** shall, within fifteen (15) business days of a written **notice** from either **Party** to do so, attempt to resolve the **Dispute** in good faith. If the **Dispute** is not so resolved within fifteen (15) business days as a result of such attempt, either **Party** may give **notice** to the other requiring that the **Dispute** be resolved in accordance with Section 10(b).
 - (3) **THE PARTIES SPECIFICALLY AGREE TO WAIVE TRIAL BY JURY.** The **Parties** further agree that any and all **disputes** shall be resolved on individual basis and that no claims shall be aggregated into a class action or other proceeding with multiple **Customers**.
- (b) **Arbitration.** To the extent that a **Dispute** is not resolved pursuant to Section 10(a)(2), any and all **Disputes** will be settled by an individual arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall be before one (1) arbitrator. The arbitration proceeding shall take place in Durham, North Carolina and judgment enforcing the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof within the United States. Any decision or award by the arbitrator(s) shall be limited to the scope of the **Dispute** submitted and shall be binding upon **Mystic** and **Customer**. The arbitrator(s) shall not have the right or authority to alter the terms of this Agreement, and shall not, under any circumstances, enter any award that exceeds the amount of the **Bottle Deposit** paid by the individual **Customer** to **Mystic** reduced by such amounts as have been paid to **Customer** prior to the entry of such award. The arbitrator(s) shall not be entitled to award equitable or injunctive relief, attorney fees, costs or other relief. A court enforcing the arbitration award shall not issue an order that enforces an arbitration award against **Mystic** in excess of the **Bottle Deposit** paid by the individual **Customer** to **Mystic** reduced by such amounts as have been paid to **Customer** prior to the entry of such order.
- (c) **Survival.** Notwithstanding anything to the contrary in this **Agreement**, no termination of this **Agreement** will affect any provisions intended by the Parties to survive such expiration or termination including without limitation Sections 7 through 11.
- (d) **Assignment.** **Mystic** may, without **Customer’s** consent directly or indirectly, assign or subcontract, any of its rights or obligations hereunder, in whole or in part,

voluntarily, by operation of law or otherwise. **Customer** shall be entitled to assign this **Agreement** without **Mystic's** prior consent, but only through a blockchain transaction wherein the **NFT** is validly transferred. All other purported assignments or transfers will be of no effect and **Mystic** shall look only to the **NFT** blockchain record of ownership to determine the identity and rights of the **NFT Record Owner** under this **Agreement**. All transfer fees, **Gas Fees**, **Taxes** or other fees of whatever kind or nature related to blockchain transactions at the time of payment of the **Bottle Deposit** and any other transactions required to allow the **NFT Record Owner** to purchase the **Galactic Bottle** will be the responsibility of the **Customer** conducting such blockchain transactions.

- (e) **Binding Effect.** This **Agreement** shall be binding upon the **Parties** hereto and their respective successors and permitted assigns, if any, and except as provided herein, shall inure to the benefit of the **Parties** hereto, the **Released Parties** and their respective successors and permitted assigns, if any. No third-parties except the **Released Parties** shall be deemed beneficiaries of this **Agreement** for purposes of enforcing or making claims with respect to this **Agreement** or performance hereunder.
- (f) **Governing Law.** This **Agreement** shall be governed by the laws of the state of North Carolina without regard to its principles of conflicts of law.
- (g) **Severability.** The provisions of this **Agreement** shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions hereof. If any provision of this **Agreement**, or the application thereof to any **Person** or any circumstance, is held to be illegal, invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision and (b) the remainder of this **Agreement** and the application of such provision to other **Persons** or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application thereof, in any jurisdiction.
- (h) **Entire Agreement.** This **Agreement** contains the entire agreement between the **Parties** hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.
- (i) **Interpretation.** Each of the **Parties** acknowledges that it has had adequate opportunity to review all of the provisions of this **Agreement** with such care as it deems appropriate, and has reviewed this **Agreement** with such legal counsel as it deems appropriate. Any ambiguity in this **Agreement** shall not be interpreted against either **Party** and will be interpreted as if both of the **Parties** had jointly prepared this **Agreement**. The headings used herein are for convenience of reference only and will not affect the construction of, or be taken into consideration in interpreting, any provision of this **Agreement**.

- (j) **Electronic Signature.** This **Agreement** shall be deemed executed and delivered by electronic means when **Customer** purchases the corresponding **NFT**, as recorded in the blockchain.