

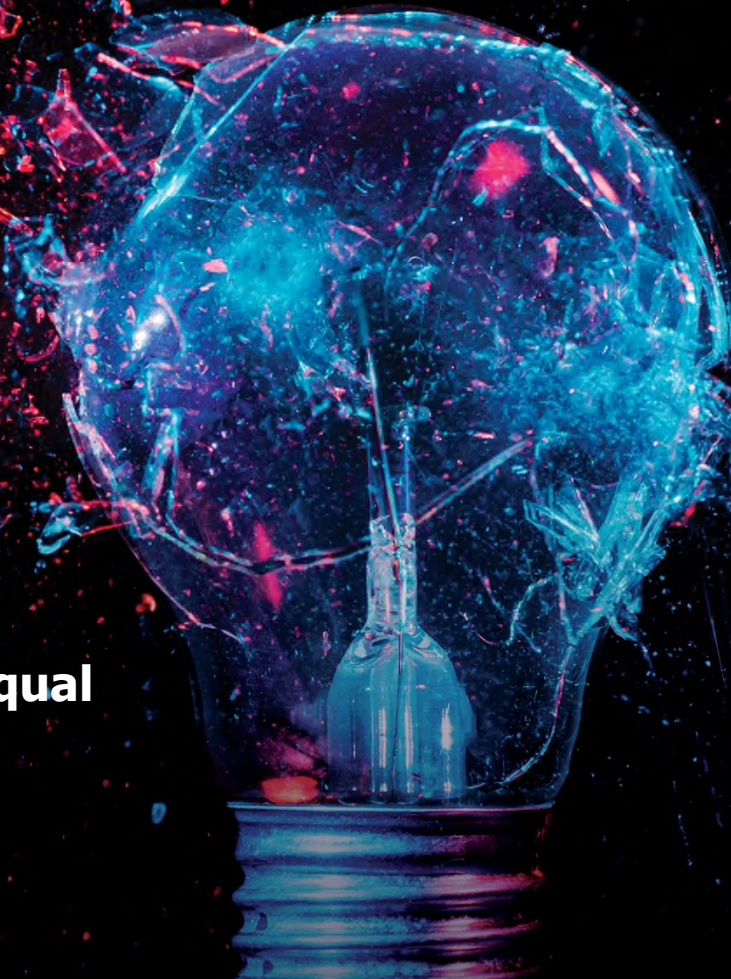
Morgan Lewis

DIGITAL INNOVATION AND DISRUPTION

2021-2022 WEBINAR SERIES

**Non-Fungible Tokens:
Not All Smart Contracts Are Created Equal**

February 8, 2022



Presenters



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Before we begin

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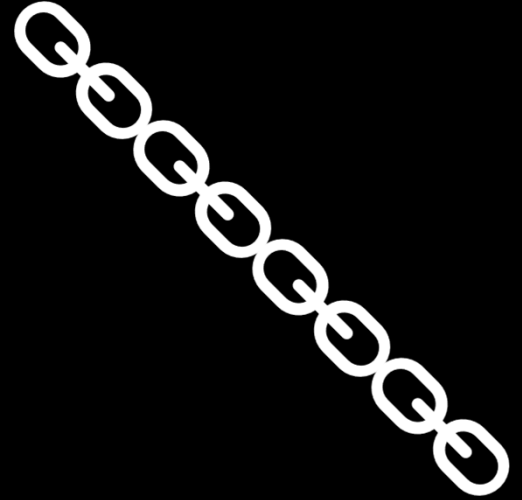
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Agenda

- Rights Clearance
- Platform Rights and Restrictions
- Purchase Agreement Terms

Use Cases and Looking Forward

Rights Clearance – No Block in the Chain (of Title)



Asset vs Token

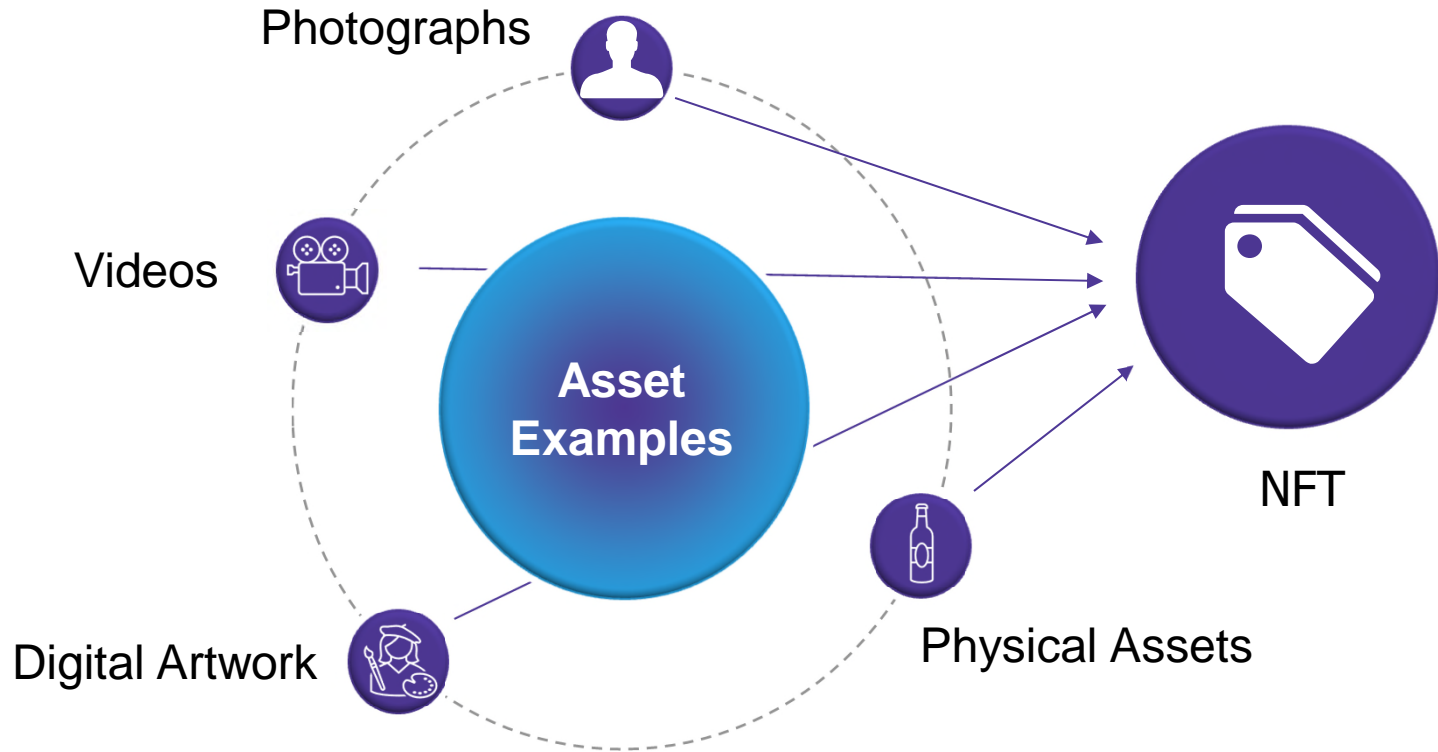


NFTs are tokens and not the underlying asset.

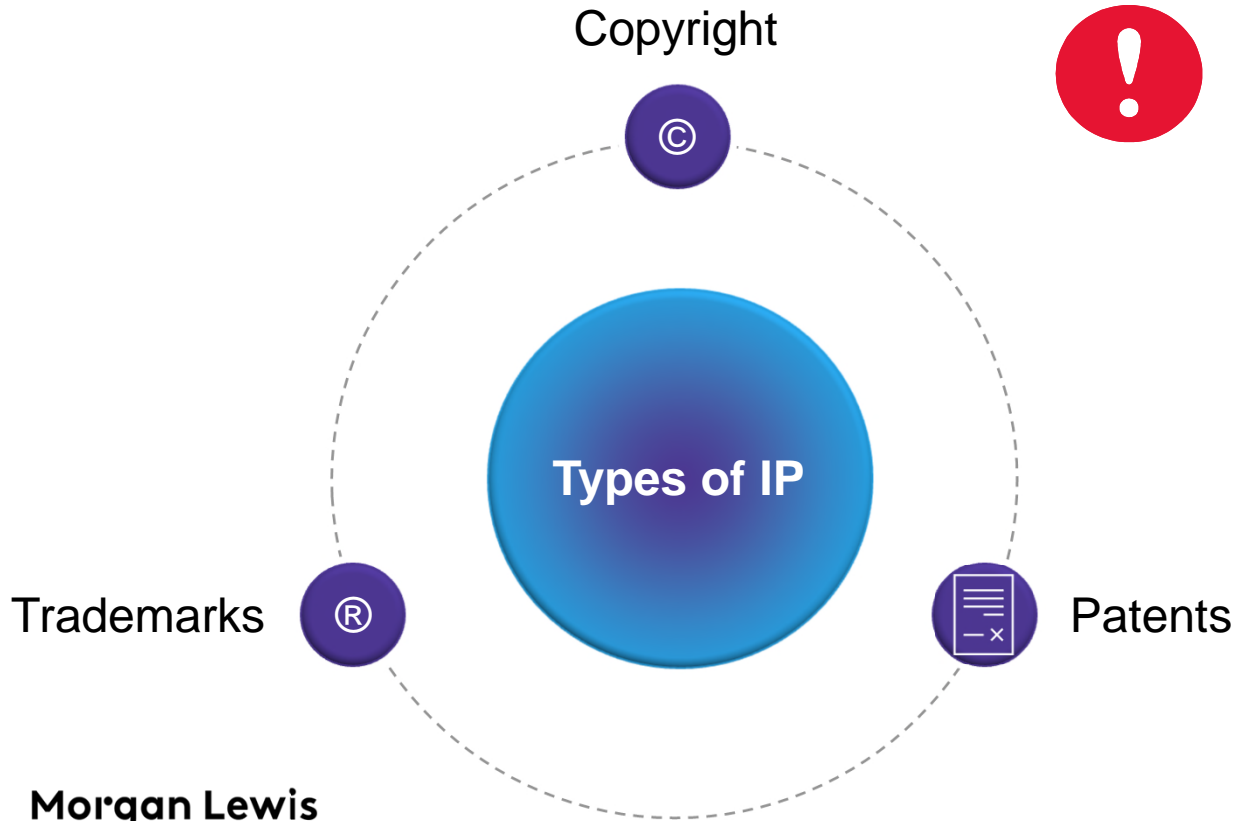
NFTs can represent any asset, which may be covered by one or more Intellectual Property Rights.

NFTs are not themselves an Intellectual Property Right.

What Assets?



Intellectual Property



Like owning a painting does not give the owner the right to make copies of the painting, the owner of an NFT does not share in any of the exclusive rights that belong to the owner of the IP in the associated work.

Intellectual Property



Ownership of an NFT does not equal Intellectual Property Rights



The person minting the NFT needs to own the underlying asset or IP or have the necessary rights to mint the NFT



Rights relating to the underlying assets may have been created prior to the NFT age so may not be appropriate



Legal formalities for transfer of IP



Intellectual Property – Minter's Checklist

- ✓ Minters should verify what rights they have in the represented asset and whether they extend to the production of the NFT and the subsequent use it represents.
- ✓ If the proposed creator of the NFT does not own the rights, they will need a licence from the works owner which grants them permission to use the IP rights contained in the underlying asset.
- ✓ Moral Rights - Need to obtain a waiver of any moral rights to avoid having to identify the original creator – unless that is desired.
- ✓ Did the proposed creator, create the works in the course of their employment or as a result of a contractual agreement?
- ✓ Third Party Work – Consider any embedded third party work and whether there are any exemptions for its use without a licence (e.g. fair use, expiration or public domain).
- ✓ Collaborations - If you want to mint collaborative artwork, make sure you get authorization from the other contributing artists. Joint minting?

Physical Assets



Fine Wine



Shoes



Physical Art



Memorabilia



Furniture

For physical assets, the person minting the NFT will need to ensure that they have ownership of the physical assets or the right to create the NFT.



Double check for any underlying IP and any signs of stolen goods!

Other Considerations

Does the NFT depict the image of a real person without their consent?

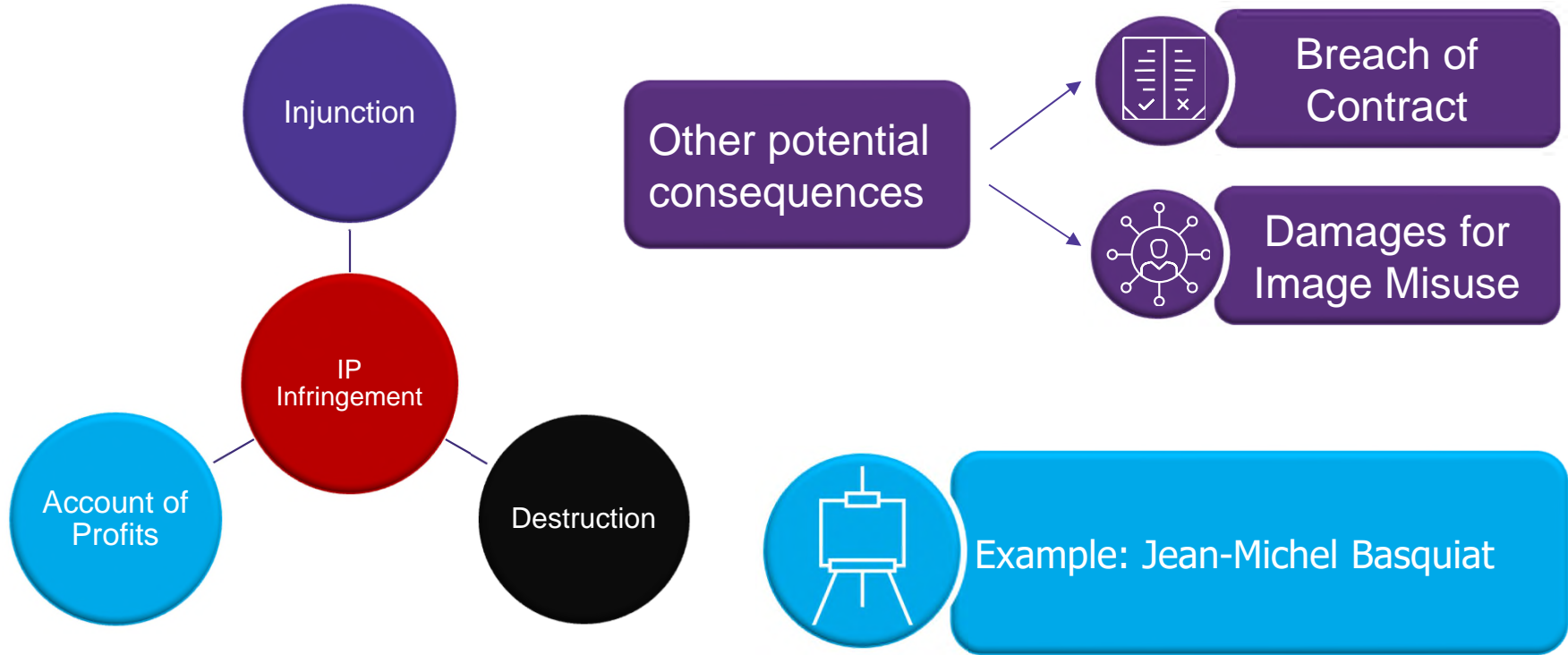
Who created the underlying asset – computer creation AI?

Where is the asset going to be held/stored?

Does your chosen marketplace allow you to distribute NFTs that might have IP issues?

Straight copy or a derivative work?

Consequences



Fraudulent Minting



Fraud is inevitable!!

- Unless the NFT platform requires validation of ownership or rights to mint, anyone can mint something as an NFT.
- The minter may be liable to the asset's owner or rightsholder but that does not stop NFT creation and may cause issues for purchasers down the chain



Example: Tokensizedtweets



The Future of NFT Minting

Confidence in NFTs needs to be ensured in order maintain the inherent value of NFTs. This may be achieved in a number of ways

Legislation

Restrictions on NFT sales channels

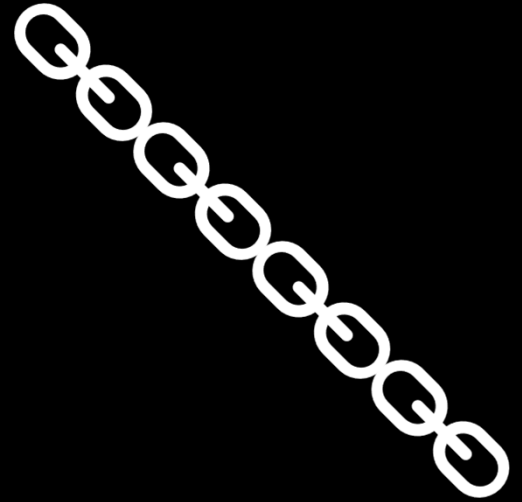
Stricter Validation

- Human Review
- Supporting Documentation

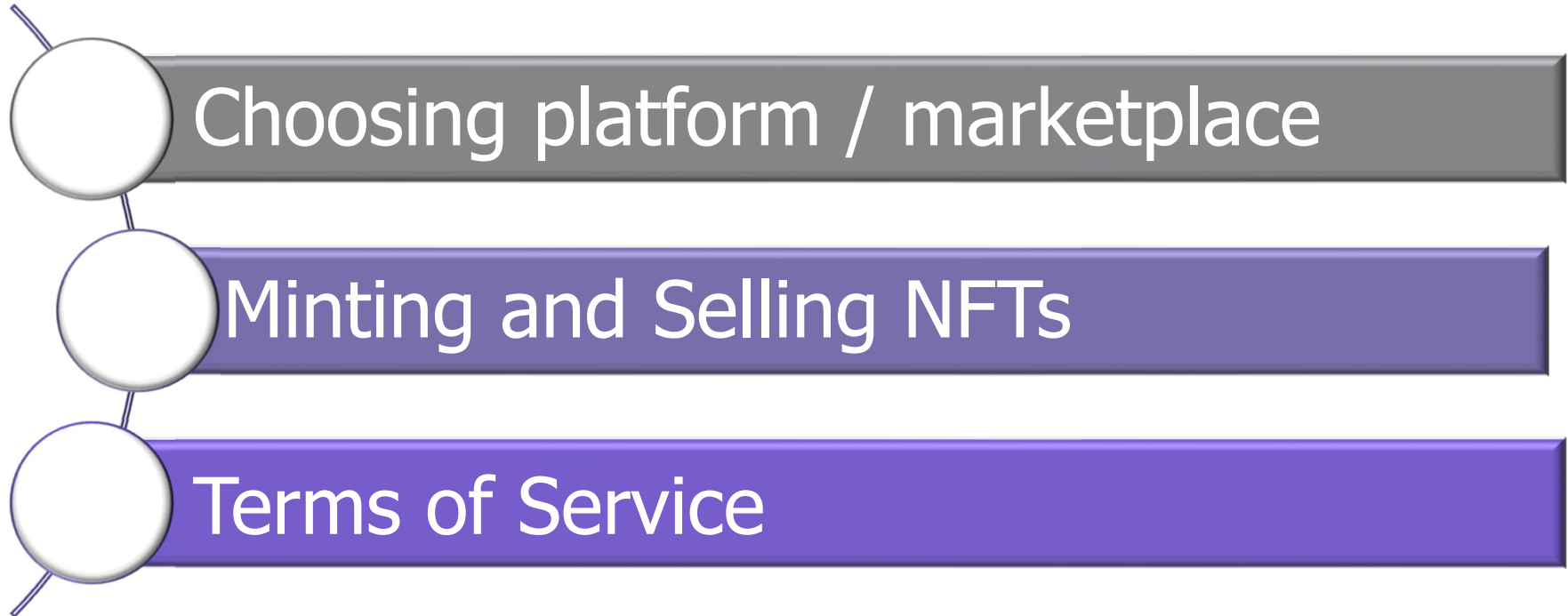
Restrictions on NFT minting



Platform Rights and Restrictions – Mint Conditioned



What is involved when listing an NFT on a platform?



Choosing a Platform / Marketplace

Various NFT platforms / marketplaces to choose from

Interests

- Sports memorabilia
- Artwork
- Gaming
- Celebrities
- Music
- Collectibles

Tech

- Tokens / cryptocurrencies
- Open or closed platform
- Blockchain

Examples

- OpenSea
- Axie Marketplace
- NBA Top Shot
- Larva Labs / CryptoPunks
- Nifty Gateway
- Rarible
- SuperRare

Minting and Selling NFTs

Account Setup

- Create account
- Connect and fund “digital wallet”
 - Sometimes requires owning cryptocurrency
 - Built-in functionality usually makes this process straightforward (e.g., can link to bank account)
 - Third party wallets: MetaMask, Math Wallet, Coinbase

Create (or mint) NFT

- Process depends on platform
- Upload digital file (e.g., image, video, audio, 3D model)
- Set the terms (e.g., royalties)
- Semi-fungible? (i.e., multiple copies)
 - NBA Top Shot example
- Gas fee

Selling

- Fixed price
- Auction
- Private sale

Terms of Service – Key Terms

- ✓ What is the service? What the service is not?
- ✓ Accounts, digital wallets, fees
- ✓ User conduct
- ✓ Ownership and license rights
- ✓ Disclaimers / assumption of risk
- ✓ Liability and dispute resolution (arbitration)

Terms of Service – What is the Service

- **NBA Top Shot example**

- NBA Top Shot is an application that provides users with the opportunity to purchase, collect, and showcase digital blockchain collectibles containing exclusive content from the National Basketball Association (the “NBA”) and its current and former players (collectively, the “App”).
- The App allows you to purchase, earn, collect and showcase moments (each, a “Moment”) from the National Basketball Association (the “NBA”). Each Moment is an NFT on the Flow Network.
- *Characteristics of Moments.* Moments are comprised of a photograph of one or more NBA players, a video of one or more NBA players, and a set of statistics that are associated with one or more NBA players. Each Moment has a defined set of attributes – including scarcity – which help determine the value of the Moment.

Terms of Service – What is the Service

- **OpenSea example**

- Welcome to OpenSea, owned and operated by Ozone Networks, Inc. d/b/a OpenSea (“OpenSea,” “we,” “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use of the OpenSea website(s), our APIs, mobile app (the “App”), and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and create NFTs and use our tools, at your own discretion, to connect directly with others to purchase, sell, or transfer NFTs on public blockchains (collectively, the “Service”). “NFT” in these Terms means a non-fungible token or similar digital item implemented on a blockchain (such as the Ethereum blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data.

- **Axie example**

- These Terms of Use constitute a legally binding agreement ... concerning your access to and use of the www.Axieinfinity.com website and the Axie Infinity app as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site” and the “App”). Axie Infinity is a distributed application that is currently running on the Ethereum Network and Ronin Network (the “Blockchains”), using specially-developed smart contracts (each, a “Smart Contract”) to enable users to own, transfer, battle, and breed genetically unique digital creatures. It also enables users to own and transfer other digital assets like plots of land and items. These assets can then be visualized on a website that the user can interact with (the “Site”).

Terms of Service – What is the Service

- **Physical asset example**

- *[Platform]* is a service that enables users to (i) buy, sell and collect non-fungible tokens (NFTs) that identify physical assets and (ii) exchange NFTs for the identified physical assets, as further described in these Terms (the “**Service**”).
- “**Physical Asset**” means a *[physical item]* that is identified by an NFT. If you wish to exchange the NFT for the associated Physical Asset, you can “burn” the NFT by following the instructions described *[here]*. Once the process of burning the NFT is complete, it cannot be reversed and the NFT can no longer be sold, but you will be entitled to possession of the Physical Asset as described below. The Service is the only means by which a user can burn a NFT and redeem the associated Physical Asset.

Terms of Service – What the Service is Not

- **Administrative / Not a payment processor / Not a custodian**

- The Platform is an administrative platform that facilitates transactions between buyers and sellers.
- Payments related to NFTs bought or sold on the Platform may be processed by a third-party payment service provider and subject to additional terms and conditions from such third-party service providers.
- Platform is not the custodian of any NFTs purchased on the Platform.

- **NBA Top Shot example**

- *Financial Transactions on App.* Any payments or financial transactions that you engage in via the App will be conducted solely through the Flow Network. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions. We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the App, or any other payment or transactions that you conduct via the Flow Network.

- **OpenSea example**

- OpenSea is not a wallet provider, exchange, broker, financial institution, or creditor. OpenSea provides a peer-to-peer web3 service that helps users discover and directly interact with each other and NFTs available on public blockchains. We do not have custody or control over the NFTs or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs. To use our Service, you must use a third-party wallet which allows you to engage in transactions on blockchains.

Terms of Service – Accounts and Digital Wallets

- **Requirements for accounts and digital wallets**

- NBA Top Shot Example

- *Account and Wallet Set-Up.* To most easily use the App, you should first install a web browser (such as the Google Chrome web browser). You will also need to use the Dapper® electronic wallet or another supported electronic wallet, which will enable you to purchase and store collectibles that you collect or purchase via the App.

- OpenSea example

- Like much of web3, your blockchain address functions as your identity on OpenSea. Accordingly, you will need a blockchain address and a third-party wallet to access the Service. Your account on the service (“Account”) will be associated with your blockchain address; however, if you want to add some flair to your OpenSea persona, you can add additional information, such as a profile picture, to your Account.

- By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with OpenSea, and OpenSea does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents.

Terms of Service – Fees

- **Fees and commissions**

- Every transaction on the Platform is subject to fees and commissions to support the creators and the Platform.
- We do not provide refunds for any purchases that you might make on or through the Platform.

- **Confidential?**

- Fees collected during the initial sale of an NFT may be confidential and the creator and/or Platform are not required to disclose details on such fees collected.

- **NFT specific terms**

- Sales after the first sale or distribution of a NFT are secondary sales, which may be subject to the terms of the NFT being purchased.
- User consents to the automated collection and disbursement to creators and Platform of any such payments and waives any first sale defense with respect to secondary market transactions resulting in a royalty to a creator.

Terms of Service – User Conduct

- **Prohibited activities**

- Spamming
- Harmful conduct
- Infringement
- No money laundering

- **NFT / blockchain specific provisions**

- Do not use service to artificially devalue or inflate prices/values.
- Do not bid/purchase/make offers on own assets to influence prices.
- Do not create, sell, or buy NFTs or other items that give owners rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments.
- Do not access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first.

Terms of Service – License Rights

- **License to Content / Art**

- ...we grant you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Art for your Purchased Moments, solely for the following purposes: (a) for your own personal, non-commercial use; (b) as part of a marketplace that permits the purchase and sale of your Purchased Moments, provided that the marketplace cryptographically verifies each Moment owner's rights to display the Art for their Purchased Moment to ensure that only the actual owner can display the Art; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your Purchased Moment, provided that the website/application cryptographically verifies each Moment's owner's rights to display the Art for their Purchased Moment to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased Moment leaves the website/application.
 - If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of your Purchased Moment for any reason, the license granted above will immediately expire with respect to that Moment without the requirement of notice, and you will have no further rights in or to the Art for that Moment.
- Your license in any content linked to or associated with any NFTs is solely as set forth by the applicable seller or creator of such NFT.

Terms of Service – License Rights

- **License to Platform to Use and Display Content**

- By using the Service in conjunction with creating, submitting, posting, promoting, or displaying content, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you submit or post on or through the Service for our current and future business purposes, including to provide, promote, and improve the Service. This includes any digital file, art, or other material linked to or associated with any NFTs that are displayed on the Service.
- You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any content that you create, submit, post, promote, or display on or through the Service.

Terms of Service – License Rights

- **NFT Terms**

- You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using the Service and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.
- NFTs may be subject to terms directly between buyers and sellers with respect to the use of the NFT content and benefits associated with a given NFT (“Purchase Terms”). For example, when you click to get more details about any of the NFTs visible on OpenSea, you may notice a third party link to the creator’s website. Such website may include Purchase Terms governing the use of the NFT that you will be required to comply with. OpenSea is not a party to any such Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms. You are solely responsible for reviewing such Purchase Terms.

Terms of Service – Ownership

- **Content**

- The NFT does not grant you any copyright interest in the associated Content and the author, artist or other copyright holder of the Content reserves all copyrights in the Content, including but not limited to the right to reproduce, to prepare derivative works, to display, to perform, or to distribute the Content.
- Platform does **not** grant any rights in the content, including, without limitation, any rights to make commercial use of the underlying content by, including but not limited to, selling copies or derivative works of the content. Any subsequent transfer, dispossession, burning, or other relinquishment of a NFT will immediately terminate the former owner's rights and interest in the NFT. Ownership is mediated entirely by the blockchain network on which the associated NFT smart contract is published.

- **Service / feedback and suggestions for improvement**

- **Look and feel**

- **Trademarks**

Terms of Service – Disclaimers / Assumption of Risk

- **Value / price disclaimers**

- Price and liquidity of blockchain assets, including NFTs, are extremely volatile and may be subject to fluctuations.
- The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, and therefore the value of NFTs is subject to the potential for permanent or total loss of value should the market for NFTs disappear.
- NBA Top Shot example
 - The value of each Moment is inherently subjective, in the same way the value of other collectibles is inherently subjective. Each Moment has no inherent or intrinsic value. Some collectors might prefer to have a Moment featuring a certain NBA player, while another might prefer an equivalent Moment featuring a different NBA player. Each NBA player can have more than one Moment associated with them, and those Moments will each have different characteristics.
- OpenSea example
 - The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.

Terms of Service – Disclaimers / Assumption of Risk

- **Blockchain disclaimers**

- NFTs exist only by virtue of the ownership record maintained in the associated blockchain (e.g., Ethereum network). Any transfers or sales occur on the associated blockchain (e.g., Ethereum). We cannot affect or otherwise control the transfer of title or right in any NFTs or underlying or associated content or items.
- We are not responsible for losses due to blockchains or any other features of any blockchain or distributed ledger or any electronic wallet, including but not limited to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting any third-party network, including forks, technical node issues, or any other issues having fund losses as a result.
- We have no control over and make no guarantees or promises with respect to the functioning of any blockchain or any blockchain based smart contracts.

Terms of Service – Disclaimers / Assumption of Risk

- **Regulatory**

- The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of NFTs.
- NFTs are not legal tender and are not backed by any government.

- **Security**

- You are responsible for the security of your Account, your password and your electronic wallet(s).
- You accept the inherent security risks of providing information and dealing online over the internet.
- You agree that we have no liability or responsibility for any breach of security unless it is due to our gross negligence.

Your CLE Credit Information

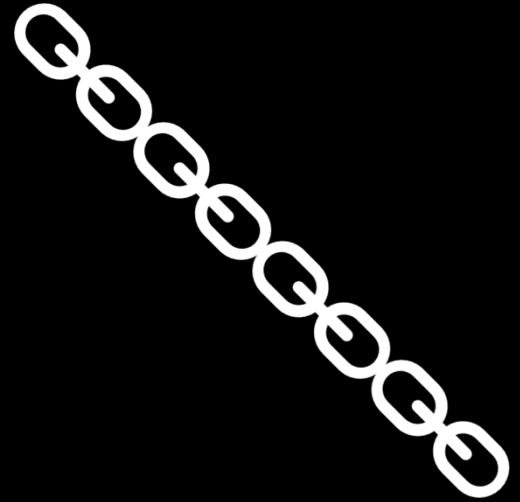
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Purchase/License Terms – Non-token Considerations



Purchase/License Terms – Non-token Considerations

- Rights/Restrictions



- Royalties/Payments



- Other Terms



Purchase/License Terms – Non-token Considerations

- Rights/Restrictions
 - What does the purchaser get?
 - Depends on the marketplace (open/curated/proprietary)
 - Often standard (for that platform); sometimes can be customized
 - Sometimes created on different marketplace (e.g., OpenSea)
 - KnownOrigin Example:
 - “you do not acquire any intellectual property rights in the Content, but instead you receive ownership (or title) of the Token. You have the right to display the Token and resell it to another person if you wish; the original artist of the Content does not give up any copyright in the Content, meaning that you cannot prevent the original artist from using the Content for further commercial work; and you have no right to use the Content for commercial purposes.”
 - “Owning a Token is just like owning a physical artwork, like an original painting or a print. In owning a Token, you understand that no intellectual property rights in the Content on the Token are passed on to you from the Artist (including the ability to produce the Content commercially or create merchandise from the Content).”

Purchase/License Terms – Non-token Considerations

- Rights/Restrictions
 - What does the seller give up?
 - Twitter Example: “If you are the recipient or owner of the NFT, you may transfer the NFT to a third party, but, after you do so, your license to the Artwork (including any Brand incorporated therein) will immediately terminate.”
 - Some terms are silent on this point.

Purchase/License Terms – Non-token Considerations

- Rights/Restrictions
 - Copy/Modify/Use/Store/Display
 - Limitations?
 - Number of copies; recipients
 - Media/items (e.g., personal t-shirts)
 - Modifications/alterations
 - Location (e.g., particular platform)
 - **Purpose** (e.g., personal; non-commercial; non-hate/violent)
 - Requirements?
 - Cryptography

Purchase/License Terms – Non-token Considerations

- Rights/Restrictions

- Copy/Modify/Use/Store/Display

- Twitter Example: “solely for your personal, non-commercial purposes”

- Mattel Example: “If you acquire a Hot Wheels Collectible, Mattel hereby grants to You, for so long as You own the Hot Wheels Collectible (as recorded on the relevant blockchain), a non-exclusive, nonsublicensable, royalty-free license to use, copy, and display the Hot Wheels Art linked with Your purchased Hot Wheels Collectible solely for the following purposes: (i) for Your own personal, non-commercial use, including to create one back-up copy of the Hot Wheels Art and a single physical print out of the Hot Wheels Art, each to be retained only for so long as You own the associated Hot Wheels Collectible; and (ii) efforts to sell or otherwise transfer the associated Hot Wheels Collectible consistent with the ownership of it (e.g., posting the Hot Wheels Art on a sales listing on an NFT marketplace). The license in the prior sentence is non-transferrable, except that it will automatically transfer in connection with the transfer of the Hot Wheels Collectible.”

Purchase/License Terms – Non-token Considerations

- Rights/Restrictions
 - Copy/Modify/Use/Store/Display
 - Etherland Example:
 - “Subject to your continued compliance with the terms of this License, Etherland grants you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Art for your Purchased NFTs, along with any Extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically verifies each NFT owner’s rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner’s rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application.”

Purchase/License Terms – Non-token Considerations

- Rights/Restrictions
 - Copy/Modify/Use/Store/Display
 - Time Example:
 - “Subject to your compliance with the terms of this Agreement, TIME hereby grants you a worldwide, non-exclusive, personal, limited license, solely with respect to any TIMEPiece NFT(s) that you Own, to display the Artwork associated with such TIMEPiece NFT(s), privately or publicly, solely for personal, non-commercial purposes, including on social media platforms, digital galleries, or otherwise on the Internet or in association with your offer to sell or trade your TIMEPiece NFT(s).”

Purchase/License Terms – Non-token Considerations

- Rights/Restrictions

- Copy/Modify/Use/Store/Display

- Mattel Example:

- “Without limitation, You shall not, nor permit any third party to do or attempt to do any of the following without express prior written consent from Mattel: (i) modify the Hot Wheels Art; (ii) use the Hot Wheels Art to advertise, market, or sell any product or service; (iii) use the Hot Wheels Art in connection with media that depicts hatred, intolerance, violence, cruelty, or any other subject matter that reflects negatively on the Hot Wheels brand; (iv) use the Hot Wheels Art in any other form of media, except solely for Your own personal, non-commercial use for so long as You own the Hot Wheels Collectible; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Hot Wheels Art; (vi) attempt to register any trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Hot Wheels Art; or (vii) otherwise utilize the Hot Wheels Art for Your or any third party’s commercial benefit.”

Purchase/License Terms – Non-token Considerations

- Rights/Restrictions
 - Sell/Commercialize
 - Limited to simple resale/transfer (like a work of art)?
 - Often prohibited:
 - Sales of copies/modifications/embodiments (e.g., t-shirts)
 - Other commercialization (e.g., advertising)
 - Sometimes a dollar limit (e.g., \$100K)

Purchase/License Terms – Non-token Considerations

- Rights/Restrictions
 - Sell/Commercialize
 - Etherland Example:
 - “Subject to your continued compliance with the terms of this License, Etherland grants you a limited, worldwide, non-exclusive, non-transferable license to use, copy, and display the Art for your Purchased NFTs for the purpose of **commercializing your own merchandise** that includes, contains, or consists of the Art for your Purchased NFTs (“Commercial Use”), provided that such Commercial Use **does not result in you earning more than One Hundred Thousand Dollars (\$100,000) in gross revenue each year.**”

Purchase/License Terms – Non-token Considerations

- Royalties/Payment
 - Royalties
 - Often an upfront commission (e.g., 15%)
 - Often subsequent commissions – might be shared between platform and creator
 - Payment
 - Often through blockchain
 - Irreversible
 - Gas fee (per transaction)
 - Review the method/currency requirements (e.g., cryptocurrency)
 - Service/exchange fee?

Purchase/License Terms – Non-token Considerations

- Royalties/Payment
 - KnownOrigin Example:
 - “If you elect to purchase, trade, or create art on the App, or with or from other users via the App, any financial transactions that you engage in will be conducted solely through the Ethereum network via MetaMask (or other Ethereum-compatible wallets and browsers). We have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions.”

Purchase/License Terms – Non-token Considerations

- Other Terms
 - Disclaimers
 - “AS IS”
 - Order of Precedence
 - Some other terms (e.g., website TOU) may apply – what if they conflict?
 - Potential third-party terms (e.g., original creator/platform)

Purchase/License Terms – Non-token Considerations

- Other Terms
 - Disclaimers
 - Twitter Example: “Twitter provides the NFT, and licenses the Artwork to the owner of the NFT, on an “AS IS” basis, and expressly disclaims any warranties or conditions of any kind...”
 - Mattel Example: “THE HOT WHEELS COLLECTIBLES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND...”
 - KnownOrigin Example: “Tokens are intangible digital assets that exist only by virtue of the ownership record maintained in the Ethereum network. All Smart Contracts are conducted and occur on the decentralized ledger within the Ethereum platform. We have no control over, and make no guarantees, warranties or promises with in relation to Smart Contracts. ... KnownOrigin.io will in no way be held liable due to any loss or corruption of a Token or Content.”

Upcoming Webinar

- **A Focus on Outsourcing in Financial Services: Digital Transformation and Innovation**
 - February 22, 2022 | 12:00 – 1:00 PM ET
 - Speakers: Barbara Melby, Mike Pierides and Oliver Bell



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Biography



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Doneld represents clients in global outsourcing, commercial contracts, and licensing matters, with a particular focus on the e-commerce and electronics entertainment industries. Doneld assists in the negotiation of commercial transactions for domestic and international manufacturers, technology innovators, and retailers, and counsels clients in the e-commerce and electronics entertainment industries on consumer licensing and virtual property matters.

Biography



Christopher C. Archer

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Christopher focuses his practice on outsourcing, strategic technology, and commercial transactions. He regularly assists clients with global outsourcing deals that span a wide range of business processes, including information technology, finance and accounting, procurement, and other core and non-core functions. His work includes advising and supporting clients through each phase of an outsourcing transaction, from the RFP process through contract negotiations. He also drafts and negotiates licensing agreements, including cloud-based software license agreements, commercial contracts, technology and data-related agreements, and other services transactions.

Biography



Oliver focuses his practice on large-scale IT and business process outsourcing arrangements. Oliver advises multinational clients on all aspects of their sourcing requirements from initial scoping of requirements through to negotiation, completion, and day to day contract management. He also advises clients on the disaggregation and exit of complex agreements.

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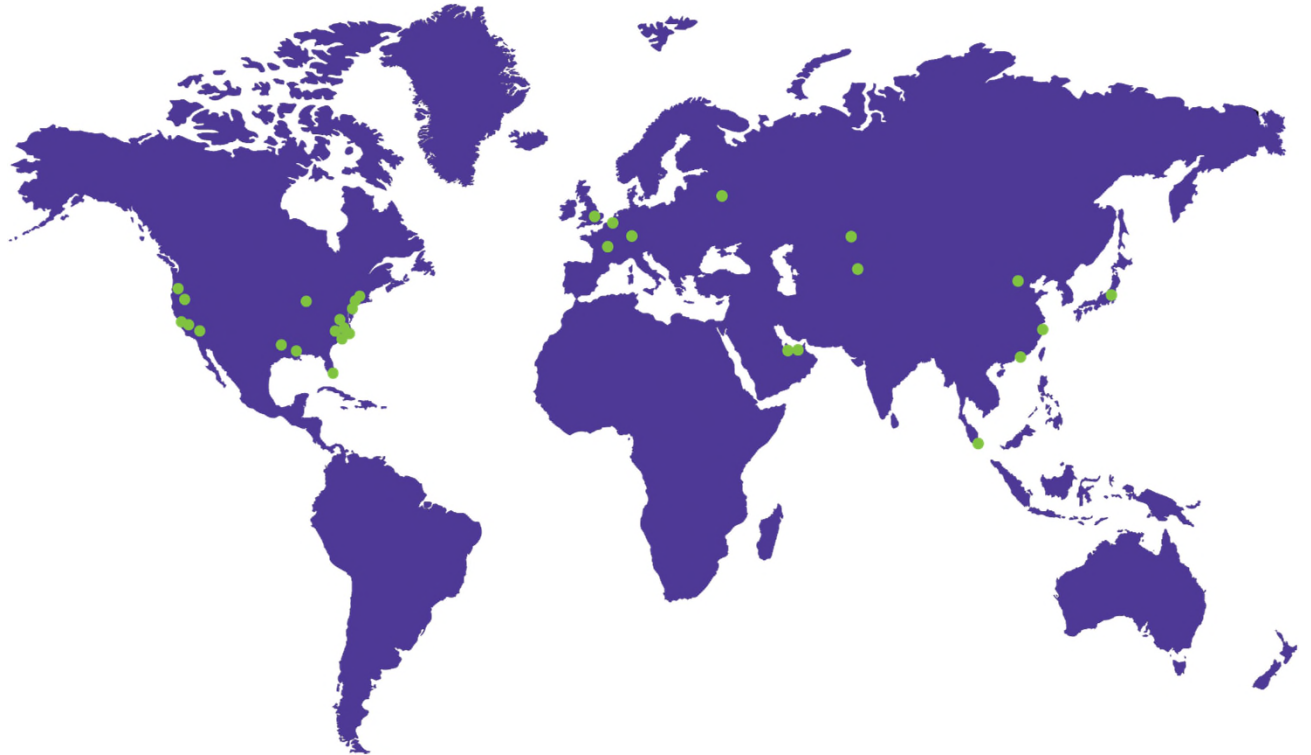
Benjamin practices on a Morgan Lewis team that counsels clients on technology, outsourcing, and commercial transactions, intellectual property matters, mergers and acquisitions, private equity, venture capital, and general corporate matters. Before law school, Benjamin was a quantitative analyst in the investment management industry after earning a B.S.E. in operations research and financial engineering. He is a member of the Emerging Leadership Board of the Pittsburgh Venture Capital Association.

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