

NON-FUNGIBLE TOKEN (NFT) PURCHASE AND SALE AGREEMENT

Location: _____ Agreement No.: _____

Seller Information:

Full Legal Name: _____

Government Issued ID / Tax ID: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Government Issued ID / Tax ID: _____

Address: _____

Phone/Email: _____

NFT Information:

NFT Title / Name: _____

Blockchain Platform: _____

Token ID / Serial Number: _____

Smart Contract Address: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the Non-Fungible Token (NFT) described above, including all associated rights, metadata, and intellectual property as expressly stated in this Agreement. Seller represents that Seller has full ownership, authority, and rights to transfer the NFT and that no third-party consents are required other than as expressly stated herein.

Clause 2 – Condition of NFT

The NFT is sold AS-IS, WHERE-IS, with all faults and without any warranties, express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose under applicable law. Buyer acknowledges having reviewed the NFT and its metadata and accepts it subject only to the rights expressly provided herein.

Clause 3 – Representations and Warranties

Seller represents and warrants that: (a) Seller is the sole legal and beneficial owner of the NFT with good and marketable title; (b) the NFT is free and clear of all liens, claims, or encumbrances; (c) the metadata and associated digital content have not been altered without proper authorization; and (d) Seller has disclosed to Buyer any known material issues affecting the NFT or its use.

Clause 4 – Transfer and Delivery

Upon full payment of the Purchase Price, Seller shall initiate the transfer of the NFT to Buyer's designated wallet address on the blockchain platform specified herein. Transfer shall be deemed complete upon inclusion of the transfer transaction in the blockchain and confirmation by the blockchain network.

Clause 5 – Purchase Price, Deposit, and Payment

The total Purchase Price for the NFT is _____ USD. Buyer shall pay a deposit of _____ USD (if any) upon execution of this Agreement, to be applied to the Purchase Price at Closing. The balance shall be paid by wire transfer, cryptocurrency transfer, or other immediately available funds acceptable to Seller at Closing. Any escrow arrangements shall be set forth in a separate written agreement.

Clause 6 – Taxes and Fees

Buyer shall be responsible for all applicable taxes, fees, and costs associated with the purchase, transfer, ownership, and use of the NFT, including but not limited to sales tax, transfer fees, and any blockchain network gas fees. Seller shall be responsible for any costs required to clear any liens or encumbrances on the NFT prior to transfer.

Clause 7 – Intellectual Property Rights

Unless expressly stated herein, Seller does not transfer any intellectual property rights or licenses other than the ownership of the NFT itself. Buyer understands and agrees that any intellectual property rights associated with the NFT's underlying digital content may be subject to separate agreements or licenses.

Clause 8 – Risk of Loss

Risk of loss or damage to the NFT passes to Buyer upon successful transfer of the NFT on the blockchain network. Seller shall bear all risks associated with the NFT prior to successful transfer.

Clause 9 – Default and Remedies

If Buyer materially breaches this Agreement and fails to cure within ____ days after written notice, Seller may terminate this Agreement and retain any deposit as liquidated damages, without prejudice to Seller's other remedies at law or equity. If Seller materially breaches and fails to cure within ____ days after notice, Buyer may terminate this Agreement and recover the deposit and proven costs.

Clause 10 – Confidentiality

The parties agree to keep the terms of this Agreement confidential except as required by law or to enforce its terms through legal counsel or authorized agents.

Clause 11 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any dispute arising out of this Agreement.

Clause 12 – Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the NFT purchase and supersedes all prior communications, representations, or agreements, oral or written.

Clause 13 – Amendments

No amendment or modification of this Agreement shall be effective unless made in writing and signed by both parties.

Clause 14 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail, or by electronic means capable of confirming transmission and receipt to

the addresses specified herein or as updated by notice.

Clause 15 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Counterparts and Electronic Signature

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall be deemed as valid as original signatures.

Clause 17 – Additional Documents

The parties agree to execute any additional documents or instruments reasonably necessary to carry out the intent and purpose of this Agreement.

Clause 18 – No Waiver

Failure or delay by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other rights hereunder.

Clause 19 – Assignment

Buyer and Seller may not assign their rights or obligations under this Agreement without the prior written consent of the other party.

Clause 20 – Compliance with Laws

The parties agree to comply with all applicable laws, regulations, and rules related to the subject matter of this Agreement.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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