INTELLECTUAL PROPERTY SALE AND PURCHASE AGREEMENT

THIS INTELLECTUAL PROPERTY SALE AND PURCHASE AGREEMENT (the "**Agreement**") is entered into with effect from the Effective Date between the Vendor, LUX CREATIVE HONG KONG LIMITED (a company incorporated in Hong Kong with Company Number: 3053566 and having its registered office at 8/F, China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong) and the Purchaser, COINLLECTIBLES PRIVATE LIMITED (a company incorporated in Singapore with UEN: 202120363C and having its registered office 138 Cecil Street, #13-02, Cecil Court, Singapore 069538).

WHEREAS:

(A) The Vendor wishes to sell, transfer, convey, vest and deliver to Purchaser and Purchaser shall purchase and acquire from Vendor, free and clear of all **"Encumbrances"**, all of Vendor's right, title and beneficial interest in, including and not limited to **"Intellectual Property"** relating to the "**Purchased Asset**" as defined in the Schedule and/or Exhibits forming part of this Agreement.

(B) The Purchaser has provided full consideration to the Vendor and the Vendor has received full consideration for the Purchased Asset. The Purchaser will not assume any liability or obligation of the Vendor in connection with the Purchaser's purchase of the Purchased Asset pursuant to this Agreement.

(C) This Agreement supersedes the Intellectual Property Licence agreement entered into by the Vendor and Purchaser dated 7th September 2021 which shall be null and void and of no further effect.

IT IS AGREED as follows:

1. In this Agreement, unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa. Save as otherwise indicated, references to "**Clauses**" and the "**Schedule**" are to be construed as references to clauses of, and the schedule to, this Agreement. Words importing the masculine gender, feminine gender or neuter shall include the others. All capitalised words and phrases used in the agreement shall bear the meanings ascribed to them as set out in the definitions of such capitalised words and phrases in the Schedule.

2. The Vendor hereby irrevocably and unconditionally sells and transfers all of its legal and beneficial ownership in Purchased Asset and all of its rights, title and interest in and/or of the Purchased Asset to the Purchaser, and the Purchaser hereby purchases the "Purchased Asset" and accepts all of the Vendor's legal and beneficial ownership in the Purchased Asset and all of the Vendor's rights, title and interest in and/or of the Purchased Asset from the Vendor.

3. The Vendor agrees that the Purchaser shall own the Purchased Asset entirely free of encumbrance or restriction on its use. The Vendor acknowledges and agrees that the Purchaser shall use the Purchased Asset in its sole discretion (whether for commercial use or non-commercial use or for profit or not for profit).

4. The Vendor represents, warrants and undertakes to and for the benefit of the Purchaser as of the Effective Date as follows:

   (i) Ownership of Purchased Asset: it is either the sole and full legal and beneficial owner, or has been and is as at the date of this Agreement, the full legal and beneficial owner of the Purchased Asset

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and is legally entitled to enter into this Agreement and has secured all the necessary permissions and authority to do so and, if requested to do so, shall supply to the Purchaser all necessary information, documents and material to demonstrate the ownership of Purchased Asset and provenance of the Purchased Asset;

(ii) Title: the Transfer is free from all claims, liens, security interest, encumbrances and all rights of any kind exercisable by third parties, threatened or pending, relating to the Purchased Asset, the Vendor's title to the Purchased Asset, or the Vendor's authority to sell the Purchased Asset;

(iii) Claims: it has no knowledge of any Claims threatened or pending, nor any knowledge of any facts or circumstances likely to give rise to any Claims and shall notify the Purchaser of any Claims in respect of the Purchased Asset as soon as the Vendor becomes aware of it or foresees it. Notwithstanding anything to the contrary, this representation shall not limit or restrict the transfer to Purchaser pursuant to this Agreement of all right, title and interest in the Purchased Asset throughout the world and any internet domain names associated with the Purchased Asset;

(iv) Authorship of Purchased Asset and authenticity: the Purchased Asset is (a) created by the Vendor and (b) is solely the result of the efforts of Vendor;

(v) Copyrights: the Vendor owns all Intellectual Property in and to the Purchased Asset and the Purchased Asset does not and will not infringe the copyright, trademark or other intangible or proprietary rights of any third-party;

(vi) Information: it has provided the Purchaser with all information available to the Vendor or of which the Vendor is aware concerning the attribution, authenticity, provenance, description and exhibition history, if any, of the Purchased Asset;

(vii) Power: it has the capacity to enter into and perform and comply with its obligations under this Agreement;

(viii) Negative Pledge: it has not created and shall not create, or permit to subsist, any duplicate, reproduction or replica of the Purchased Asset (whether unique or in edition) and it has not licensed to any third-party the right to create any duplicate, reproduction or replica of the Purchased Asset;

(ix) Authorisation and Consents: all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (a) to enable the Vendor to lawfully enter into and perform and comply with its obligations under this Agreement, and (b) to ensure that those obligations are legal, valid, binding and enforceable, have been taken, fulfilled and done;

(x) Non-Violation of Laws: its entry into and/or performance of or compliance with its obligations under this Agreement do not and will not violate any law to which it is subject. There is no government or regulatory action pending or, to the knowledge of Vendor, threatened against Vendor before any governmental or regulatory authority that, if adversely determined, would prohibit, prevent, enjoin, restrict or materially impair or delay the performance of Vendor's obligations under this Agreement, and (b) there is no court order or governmental order or regulatory order against Vendor that would prohibit, prevent, enjoin, restrict or materially impair or delay the performance of the Vendor's obligations under this Agreement.

(xi) Obligations Binding: its obligations under this Agreement are legal, valid, binding and

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enforceable in accordance with its terms;

(xii) Non-Violation of other Agreements: its entry into and/or performance of or compliance with its obligations under this Agreement do not and will not (a) violate any agreement to which it is a party or which is binding on it or its assets, or (b) result in the creation of, or oblige it to create, any security over those assets;

(xiii) Litigation: no litigation, arbitration or administrative proceeding is current or pending or, so far as Vendor is aware, threatened (a) to restrain the entry into and/or performance or enforcement of or compliance with the relevant obligations under this Agreement by the Vendor or (b) which has or could have a material adverse effect on it; and

(xiv) Bankruptcy/Insolvency: no steps have been taken by the Vendor nor have any legal proceedings been started or threatened against the Vendor for its bankruptcy, winding up or insolvency or for the appointment of a receiver, trustee or similar officer of any of its assets.

5. The Vendor does hereby agree to indemnify, defend and hold the Purchaser free and harmless from any and all third-party demands, claims, suits, actions, judgments, obligations, damages, losses or other liability, including all reasonable attorney or other professional fees and other costs, fees and expenses, suffered or incurred by, or asserted or alleged against the Purchaser (i) arising by reason of, or in connection with, the breach or alleged breach of, or falsity or inaccuracy (or alleged falsity or inaccuracy) of any representation or warranty contained in this Agreement, (ii) arising by reason of, or in connection with, the breach or alleged breach of this Agreement, or (iii) any claim by any third party alleging a right to receive from the Vendor any commission or other payment in connection with the sale of the Purchased Asset .

6. To the fullest extent permitted by law, the Vendor expressly and irrevocably waives, and covenants not to assert any claims of moral rights of authors (i.e., "droit moral") or similar rights in connection with the Purchased Asset, including any rights of attribution or integrity, under any applicable law in any jurisdiction, and represents and warrants that it will not cause, assist, or encourage any other person to assert any such rights. Without limiting the generality of the foregoing and without prejudice to clause 10 of this Agreement, the Vendor hereby acknowledges the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code (The Visual Artists Rights Act of 1990, "**VARA**") (or any similar law, regulation or rule in any jurisdiction) with respect to certain works, and acknowledges and agrees that:

(i) the Purchased Asset may be minted into a non fungible token ("**NFT**") or any other digital instrument, the Intellectual Property of the Purchased Asset, the NFT and any information attached thereto, including, but not limited to sale and purchase, provenance and valuation, may be displayed, offered for sale on a platform and recorded on a blockchain; and

(ii) the Purchased Asset, the NFT or the underlying Intellectual Property of the Purchased Asset may be relocated or removed from the NFT platform or relocated onto any other platform, for any reason whatsoever, if and as may be applicable; and

(iii) the Purchased Asset, the NFT or underlying Intellectual Property of the Purchased Asset may be destroyed, no longer be accessible, may not be maintained in any manner for any reason whatsoever; and

(iv) the Purchaser retains full discretion to sell or on sell the Purchased Asset and/or the NFT to third parties; and

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(v) the Vendor of his own free act, waives all moral rights in the Purchased Asset under VARA or of any other federal or state or local provision of law, whether in the United States or of any other local or foreign government, including, but not limited to, any claims based upon the Purchaser's destruction, minting, removal, storage, relocation or sale of the Purchased Asset or NFT.

7. The Purchase Price is arrived at on a willing-buyer willing-seller basis, and shall be satisfied and payable as agreed between the Vendor and Purchaser.

8. This Agreement shall inure to the benefit of the Purchaser and its successors and assigns, and the obligations of the Vendor under this Agreement shall be binding on it and its successors and personal representatives.

9. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision in this Agreement.

10. This Agreement shall be governed by, and construed in accordance with, the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of Singapore courts.

11. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) (or any similar law, regulation or rule in any jurisdiction) of Singapore to enforce any term of this Agreement.

12. Where a translation of this Agreement in any other language exists, in the event of any discrepancy, the English version will prevail.

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IN WITNESS WHEREOF this Agreement has been duly executed to take effect on and from the Effective Date.

VENDOR

SIGNED, SEALED and DELIVERED)
QUEENIE MO)
)
its director(s) or authorised signature(s) (duly)
authorised by resolution of the board of directors))
for and on behalf of)
LUX CREATIVE HONG KONG LIMITED)
)

For and on behalf of
Lux Creative Hong Kong Limited

Authorized Signature(s)

PURCHASER

SIGNED, SEALED and DELIVERED)
CHAN MAN CHUNG)
)
its director(s) or authorised signature(s) (duly)
authorised by resolution of the board of directors))
for and on behalf of)
COINLLECTIBLES PRIVATE LIMITED)
)

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SCHEDULE

1. "**Effective Date**" means 18th December 2021.

2. "**Encumbrances**" means any charge, claim, community property interest, condition, easement, covenant, warrant, demand, encumbrance, equitable interest, lien, mortgage, option, purchase right, pledge, security interest, right of first refusal or other right of third parties or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

3. "**Vendor**" means LUX CREATIVE HONG KONG LIMITED (HK Company Number: 3053566), a company incorporated in Hong Kong and having its registered office at 8/F, China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong.

4. "**Purchaser**" means COINLLECTIBLES PRIVATE LIMITED (UEN: 202120363C), a company incorporated in Singapore and having its registered office at 138 Cecil Street, #13-02, Cecil Court, Singapore 069538, which expression shall include its successors and assigns.

5. "**Asset**" means the Intellectual Property of the Asset as set forth in Exhibit A.

6. "**Purchased Asset**" means the associated licensing or sub licensing rights (in whole or in part) pertaining to the Asset and as follow:

   (i) an exclusive perpetual worldwide licence to mint or produce NFT arising out of or derived from the Asset (whether it is based upon the Merchandising Rights or Intellectual Property pertaining to the Asset);

   (ii) a non-exclusive worldwide perpetual licence to the Asset's underlying Merchandising Rights, merchandise, events, shows and/or other commercial or non-commercial products in order for the Purchaser to exercise on an unfettered basis, its exclusive and perpetual licence to mint or produce NFT as referred to in subsection (i) hereinabove (including without limitation, to mint or produce NFT based upon the Asset such as images, videos, music, audio files, digital content, games, published content and any form of contractual rights pertaining to the Asset).

7. "**Purchase Price**" means NIL.

8. "**Intellectual Property**" means any trademark, service mark, registration thereof or application for registration therefor, trade name, license, invention, patent, patent application, trade secret, trade dress, know-how, copyright, copyrightable materials, copyright registration, application for copyright registration, software programs, data bases, U.R.L., and any other type of proprietary intellectual property right, and all embodiments and fixations thereof and related documentation, registrations and franchises and all additions, improvements and accessions thereto, whether registered or unregistered or domestic or foreign and includes but not limited to all rights in, to, or arising out of: (i) U.S. international or foreign patent or any application thereof and any and all reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data, (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefore in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world, (iv) trademarks, domain names, brands, or any other goodwill or franchise, whether registered or otherwise throughout the world, and (v) any

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other proprietary rights anywhere in the world.

9. **"Merchandising Rights"** means those rights required for manufacture, sale and distribution of all merchandise including but not limited to brochures, comics, cartoons, posters, programmes, toys, games, electronic media products now known or unknown (including but not limited to interactive games, programmes for Internet or mobile phones, Internet and mobile phones downloadable, novelties, combined packages of books, records, fabrics, apparel, food, drinks and other goods and other premiums promotions and commercial tie-ins featuring, containing or consisting of the names, characters, items, symbols, trademarks, designs, logos, and catch-phrases, likenesses and visual representations of the literary and/or artistic characters created, described or portrayed in the Purchased Asset.

10. "NFT" means a non-fungible token, which is a unique crypto asset that represents rights to an underlying unit of data stored on a digital ledger, called a blockchain, that certifies a digital asset to be unique and therefore not interchangeable.

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EXHIBIT A

ASSET	PERCENTAGE OF ASSET OWNERSHIP TO BE TRANSFERRED FROM VENDOR TO PURCHASER	BRIEF DESCRIPTION
Painting "Amsterdam" by Allan Banford	100%	Mix media on wood (2018), 110cm x 110cm, 43.3 inch x 43.3 inch.

Date: 03 Dec 2021

Exclusivity Agreement of Sale Representative/Power of Attorney

Allan Banford (the "Artist/Owner") with passport/ID No. [redacted], declares that he is the full legal and beneficial owner and has full power to any art piece(s) and article(s) which is mutually agreed by both parties in writing, in attached Addendum, states:

That by this document confer that Mo, Queenie Mounting, Hong Kong Passport No. [redacted] for and on behalf of **LUX CREATIVE Hong Kong Limited,** Company Registries No. **3053566**, Address: **8/F, China Hong Kong Tower, 8-12 Hennessy Road, Wan Chai, Hong Kong SAR** Will be irrevocably and unconditionally appointed as the Owner's attorney and have full Power of Attorney to execute the sale of the mutually agreed art pieces and articles and do everything necessary or desirable in connection with such sale and each sale and each act shall be legal, valid, binding and enforceable in accordance with its terms against the Owner.

Artist/Owner Name:
Allan Banford

For and on behalf of
Lux Creative Hong Kong Limited

Authorized Signature(s)

Queenie M. Mo
For and on behalf of
Lux Creative Hong Kong Limited

ADDENDUM 1

AMSTERDAM
by Allan Banford
Mix media on wood
2018
110 cm x 110 cm
43.30 Inch x 43.30 Inch.
Hong Kong

The artwork Amsterdam from the Equine series of Allan Banford delivers a fascinating visual homage to the majestic horse. This series portraits the movements and magnificent postures through intense organic brushes, featuring the energy and individuality of these specimens enhanced by the detail and precision of the ocular cavity. The painting has been executed on a mahogany wood panel, oils and acrylics with a generous matt banish, featured on a double frame gold gilded.

Inspired by the sublime riding horses of The Hollandsche Manege in Amsterdam, the oldest riding school in the Netherlands, dating back to 1744, the artwork Amsterdam symbolizes freedom and power. The painting motivates you to feel vitalized and reminds you to focus on your desired goals, the motion result of the artist technique depicts the sense of progress and growth, this single horse is even so symbolic of being a hero. Thereby, a horse painting represents a sense of victory and triumph. Feng Shui masters recommend hanging a horse painting with the forward direction heads into a home. As it will lead the wealth and luck into your home not flowing away.

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