

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is entered into with effect from the Effective Date (as defined in the Schedule) between the Vendor (as defined in the Schedule), as seller, the Purchaser (as defined in the Schedule), as buyer, and the Fee Earner (as defined in the Schedule) (the "**Agreement**").

WHEREAS:

- (A) The Vendor legally and beneficially owns the Collectible (as defined in the Schedule) and intends to enter into this Agreement, and wishes to sell, transfer and vest all of its legal and beneficial ownership in the Collectible to the Purchaser (the "**Transfer**"), and the Purchaser wishes to purchase the Collectible and to receive and accept such legal and beneficial ownership in the Collectible.

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. Subject to Clause 7 and the Other Terms (as defined in the Schedule), in consideration of the payment of the Consideration Shares (as defined in the Schedule) in the manner specified in this Agreement, the Vendor hereby irrevocably and unconditionally sells and transfers all of its legal and beneficial ownership and all of its rights, title and interest in and/or to the Collectible (including the Intellectual Property in the Collectible, where applicable) to the Purchaser, and the Purchaser hereby purchases the Collectible (including the Intellectual Property in the Collectible, where applicable) and accepts all of the Vendor's legal and beneficial ownership and all of the Vendor's rights, title and interest in and/or to the Collectible (including the Intellectual Property in the Collectible, where applicable) from the Vendor. The Purchaser agrees to pay the Purchase Price to the Vendor in accordance with Clause 8 and the terms set forth in the Schedule.
3. In connection with the Transfer, the Vendor hereby irrevocably and unconditionally agrees to pay the Fee Earner (as defined in the Schedule) the Fee (as defined in the Schedule) in the manner described in the Schedule or in such other manner as may be agreed between the Vendor and the Purchaser.
4. The Vendor represents, warrants and undertakes to and for the benefit of the Purchaser as of the Effective Date as follows:
 - (i) Ownership: 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 Collectible and 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 to and provenance of the Collectible;

- (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 Collectible, the Vendor's title to the Collectible, or the Vendor's authority to sell the Collectible (collectively the "**Claims**");
- (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 Collectible as soon as the Vendor becomes aware of it or foresees it;
- (iv) Condition and Restoration: the Collectible (a) is a first sale of the Collectible, (b) has not been restored or repaired (or any part thereof) and (c) the Collectible is in the same condition as set forth in the condition report relating to it (if any) (the "**Condition Report**");
- (v) Power: it has the capacity to enter into and perform and comply with its obligations under this Agreement;
- (vi) 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;
- (vii) 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;
- (viii) Importation and Exportation: the exportation, if any, of the Collectible from any country has been in full conformity with the laws of such country, and the importation of the Collectible into any country has been in full conformity with the laws of such country;
- (ix) Obligations Binding: its obligations under this Agreement are legal, valid, binding and enforceable in accordance with its terms;
- (x) 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;
- (xi) Litigation: no litigation, arbitration or administrative proceeding is current or pending or, so far as it 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
- (xii) Bankruptcy/Insolvency: no steps have been taken by the Vendor nor have any legal proceedings been started or threatened 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 Collectible.

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 Collectible, 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 11 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”) with respect to certain works, and acknowledges and agrees that:
 - (i) the Collectible may be minted into a fusion token (“FT”) or any other digital instrument, the image of the Collectible, the FT 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 Collectible, the FT or the underlying image of the Collectible may be relocated or removed from the FT platform or relocated onto any other platform, for any reason whatsoever, if and as may be applicable; and
 - (iii) the Collectible, the FT or underlying image of the Collectible may be destroyed, no longer be accessible, may not be maintained in any manner for any reason whatsoever; and
 - (iv) the Collectible and/or the FT can be sold to third parties by the Purchaser in the Purchaser’s sole discretion; and
 - (v) the Vendor of his own free act, waives all moral rights in the Collectible 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 Collectible or FT.
7. Without prejudice to the other provisions of this Agreement, the Purchaser’s obligation to complete the Transfer shall be conditional upon the receipt of the Condition Report and an acceptable valuation report in writing prepared by a recognised independent valuer for the purposes of establishing the fair market value of the Collectible both of which shall be satisfactory to the Purchaser in the Purchaser’s sole and absolute discretion, as well as all necessary information, documents and material to demonstrate the Vendor’s ownership of the Intellectual Property rights associated with the Collectible in the Purchaser’s sole and absolute discretion. In the event the Condition Report, valuation report and/or other documents referred to in this Clause 7 do not reasonably satisfy the Purchaser’s requirements, the Purchaser may terminate this Agreement and will have no further obligations to complete the Transfer or to pay the Purchase Price to the Vendor.
8. The Purchase Price is arrived at on a willing-buyer willing-seller basis, and shall be satisfied and payable in accordance with the Payment Method (as defined in the Schedule). For the avoidance of doubt, no Balance Consideration shall be payable to the Vendor unless there is a successful Completion (as defined in the Schedule).
9. 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.

10. 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.
11. 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.
12. Save for the Fee Earner in respect of its rights under this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement.

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

VENDOR

Signed, Sealed and Delivered)
by **LEE YING CHIU HERBERT**)

A handwritten signature in black ink, appearing to be 'LEE YING CHIU HERBERT', written in a cursive style.

PURCHASER

Signed, Sealed and Delivered)
by **CHAN MAN CHUNG**)
for and on behalf of)
MASSIVE TREASURE LIMITED)

A handwritten signature in black ink, appearing to be 'CHAN MAN CHUNG', written in a cursive style.

We, **COSMOS GROUP HOLDINGS INC**, hereby acknowledge the terms contained in this Agreement.

Signed, Sealed and Delivered)
by **CHAN MAN CHUNG**)
for and on behalf of)
COSMOS GROUP HOLDINGS INC)

A handwritten signature in black ink, appearing to read 'Chan Man Chung', is written over the signature line of the text block.

SCHEDULE

1. **“Effective Date”** means 02 August 2021.
2. **“Vendor”** means LEE YING CHIU HERBERT an individual, being holder of the HKID Card number D030076(5).
3. **“Purchaser”** means MASSIVE TREASURE LIMITED (BVI Company Number: 2055795), which expression shall include its successors and assigns.
4. **“Collectible”** means the collectible described in the attached valuation report(s).
5. **“Purchase Price”** means HKD 200,000 (Equivalent to approximately USD 25,806).
6. **“Payment Method”** means:
 - (i) the allotment and issuance of the Consideration Shares, which shall be allotted and issued to the Vendor as soon as practicable after the execution of this Agreement by the Vendor and the Purchaser, or in such other manner as may be agreed between the Vendor and the Purchaser; and
 - (ii) payment by the Purchaser of the Balance Consideration in cash to the Vendor on Completion.
7. **“Fee Earner”** means COINLECTIBLES LIMITED (BVI Company Number: 2067445), for providing authentication, valuation and certification services to the Vendor.
8. **“Fee”** means 20% of the Purchase Price, which shall be paid by the Vendor to the Fee Earner by instructing the Purchaser to allot and issue 20% of the Consideration Shares, due to the Vendor in accordance with the Payment Method, to the Fee Earner.
9. **“Valuation Price”** means the fair market value of the Collectible as set out in the valuation report in writing in accordance with Clause 7 of this Agreement, which shall be equal to or more than HKD 250,000 (Equivalent to approximately USD 32,300) .
10. **“Completion”** means the successful sale, by way of auction or otherwise, of the Collectible by the Purchaser.
11. **“Consideration Shares”** means the 3,497 ordinary shares in the share capital of the Purchaser, with an aggregate market value of HKD 200,000 (Equivalent to approximately USD 25,806), which shall be allotted and issued by the Purchaser to the Vendor as part of the Purchase Price in accordance with Clause 8 of this Agreement.
12. **“Balance Consideration”** means HKD 0 which shall be transferred by the Purchaser to the Vendor as part of the Purchase Price in accordance with Clause 8 of this Agreement upon Completion.
13. **“Intellectual Property”** means 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 other proprietary rights anywhere in the world.

14. **“Other Terms”** means as follows:

- a. Notwithstanding Clause 6 and that the Intellectual Property in the Collectible has been transferred by the Vendor to the Purchaser, the Purchaser agrees that the Vendor, the artist, the creator and/or the brand of the Collectible shall, subject to Clause 4(x) above, be entitled to use such Intellectual Property in any manner whatsoever that is not for the purpose of generating any revenue, including (i) any advertising or marketing of the Vendor, the artist, the creator or the brand of the Collectible, and (ii) publishing a book or catalogue of the achievements or art pieces or products of the Vendor, the artist, the creator or the brand of the Collectible.
- b. The Vendor shall co-operate with the Purchaser in all matters relating to the marketing of the Collectible, in each case subject to the Purchaser’s prior written approval, which include but are not limited to the following:
 - i. a short introductory video with an audio and visual explanation of the Collectible and how it is unique; and
 - ii. reasonably utilising all resources available to it (including social media) to jointly and separately promote its partnership with the Purchaser and the Collectible.
- c. The Vendor shall co-operate with the Purchaser to create identification elements in the Collectible for unequivocal identification of the Collectible.
- d. After the payment of the Consideration Shares, the Purchaser can elect to receive possession of the Collectible from the Vendor in which case Vendor shall (i) release the Collectible to Purchaser or its agents and (ii) arrange, in consultation with the Purchaser, for the packing and shipping of the Collectible to such location indicated by the Purchaser to the Vendor in writing and Purchaser agrees to timely reimburse the Vendor for such packing, shipping and transporting costs and expenses. The Vendor will assume the risk of loss or damage to the Collectible up until the Collectible is delivered and inspected by the Purchaser and the Purchaser will assume the risk of loss or damage following the Purchaser’s satisfactory inspection of the Collectible. Upon receipt of the Collectible, the Purchaser will inspect the Collectible and shall have the right to cancel the purchase of the Collectible if the condition of the Collectible has deteriorated so that it is not in the same condition as set forth in the Condition Report. The Purchaser shall promptly notify the Vendor in writing of the Purchaser’s intention to cancel the purchase of the Collectible pursuant to this Clause. Upon receipt of such notice, the Vendor shall, within five (5) business days, return to Purchaser all amounts previously received from the Purchaser pursuant to this Agreement.
- e. The Collectible shall be completed and ready for delivery from the Vendor to the Purchaser in the manner to be determined by the Purchaser on or before the date falling 2 months after the Effective Date. The Vendor will permit the Purchaser, its agents and the Fee Earner to have access to the Collectible and to inspect it from time to time on reasonable notice to the Vendor.



香港國際拍賣有限公司

Hong Kong International Auction House Limited

證書編號 Certificate Number: HL No. 025

DIMENSIONS: 22cm (Width) 21.7cm (Depth) 31cm (Height)
NAME:

Multicolored Zun Vessel with Peonies in Reserved Panels, Ear
Handles and Dense Arrangement of Various Flowers

鑑定報告

APPRAISAL REPORT

簽發日期 Issuing Date:

2021 年 06 月 17 日

尺寸規格: 闊 22cm 深 21.7cm 高 31cm

名稱: 五彩開窗富貴牡丹紋百花不落地雙耳樽



Brief Description of HL No. 025

This item is a multicolored Zun vessel with reserved panels, ear handles and "Dense Arrangement of Various Flowers", a theme implying auspiciousness. The piece, which is covered in fabulous decorations, features beautiful curves and a harmonious shape. The flowers bloom beautifully in thousands of postures. All the flowers have a rigorous model, full of interest and charm. The painting technique is lovely but astute, and thick colors and multiple layers complement the clean, graceful expression of the flowers. The leaves, too, are rendered in varying sizes, while their front and back colors are in subtly changing shades of green. The flower species depicted are too numerous to name, and the effect is beautiful but not overwhelming. This decorative tradition is referred to as "Dense Arrangement of Various Flowers" but is also known as "Hundreds of Flowers" or "Tens of Thousands of Flowers Bring Auspiciousness". The dense patterns manifest the prosperity of the Qing dynasty in the eighteenth century as well as the aesthetic preferences of the emperors. Decoration came along with the maturation of techniques that began to appear during the Yongzheng reign, mostly on small vessels such as bowls and cups. The stylism of this piece peaked during the Qianlong reign but continued to a lesser degree in the Jiaqing reign. The decorative technique, "Dense Arrangement of Various Flowers", started in the Qianlong reign, was dominantly seen on the famille-rose porcelain. Abundant blooms were painted to convey prosperity, happiness and good fortune. From the sophisticated processes, rich coloring and varied painted themes, we can infer that a porcelain vessel with "a dense arrangement of various flowers" could by no means be produced by several craftsmen. Therefore, it is deserving of recognition as the preeminent type of painted porcelain. This modern item features an elegantly restrained style, a balanced arrangement of lines and delicate engraving. Its appearance has the aspects of freshness, luxury and gentility, but the overall effect is gorgeous. The fascinating glaze work is colorful, demonstrating a matchless degree of charm. Additionally, the piece is indicative of the improvement in ceramics that occurred during the Qianlong reign, particularly in the work of the official Qing dynasty kiln. The elegantly regal style reveals a number of extremely sophisticated techniques, which combine in a mesmerizing way. This item will be the pride of your collection.

Market price: USD 32,300-51,600

產品簡述: HL No. 025

五彩開窗富貴“百花不落地”雙耳樽，也稱萬花獻瑞。該尊瓶曲線尚美，比例協調。通體裝飾雍容華麗，畫面中百花爭妍，千姿百態姹紫嫣紅，所有花卉皆造型優渾，意趣鮮活，運筆俊逸而婉轉。花朵以重粉鋪填，層次豐

富，明淨典雅；花葉大小、向背深淺不一，穿插合理。種類之多，不勝分辯，使人彷彿置身百花叢中，目不暇接。

此尊裝飾傳統稱之為“百花不落地”，也被稱為“百圖”或“萬花獻瑞圖”。此繁密圖案，繁美的花紋彰顯了十八世紀大清帝國的昌盛與統治者追求完美的審美喜好。其裝飾之出現必在工藝繁榮之世，雍正一朝為初創階段，多見碗杯小瓶之屬，尚未見大器。乾隆之後發展至極致，嘉慶初年繼之，仍見燒造。但是“百花不落地”的裝飾形式，則始於乾隆年間，並且都用粉彩為之。它以盛開的百花就示欣欣向榮，吉祥如意。其工序之繁縟，設色之

豐富，繪畫之多彩，絕非僅憑數人之力可成，實為彩瓷之冠。

本仿古拍品氣韻婉約雅緻，瓶身紋路凹凸有致，雕刻精細，清新復見華貴，溫和蘊含富麗，軸彩妍美多姿，洋溢出無與倫比的藝術魅力。其充分反映出乾隆一朝瓷藝精進之水平，見證了清宮御瓷千古不遇之輝煌，故製作極盡

考究之能事，尤顯雍容高雅，令人賞心悅目，愛不釋手、收藏精品。

市場價格: USD 32,300-51,600

2021.06.17

鑑定專家 EXPERT APPRAISER:

簽發日期 Issuing Date:

FOR AND ON BEHALF OF HONG KONG INTERNATIONAL AUCTION HOUSE LTD