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, **and** the Purchaser (as defined in the Schedule), as buyer (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. The Purchaser shall have final authority to interpret this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Parties in respect of any questions arising under this Agreement. The Recitals set forth above are incorporated into and made part of this Agreement.

2. Subject to Clause 7 and the Other Terms (as defined in the Schedule), in consideration of the payment of the Purchase Price 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 to the Purchaser, and the Purchaser hereby purchases the Collectible 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 from the Vendor. The Purchaser agrees to pay the Purchase Price to the Vendor in accordance with Clause 6 and the terms set forth in the Schedule.

3. 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: there are no Claims pending, nor to its knowledge any Claims threatened, and Vendor has no 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) Information: to the best of its knowledge and belief Vendor 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 Collectible;

(v) Condition and Restoration: the Collectible is in an unblemished condition;

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

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

(viii) 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;

(ix) 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;

(x) 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;

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

(xiv) 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, or any other similar action.

(xv) Counterfeit Goods: all Collectible provided by the Vendor to the Purchaser, including any Collectibles that are provided to the Purchaser by the Vendor's associates (if any), must be original and genuine. The Vendor warrants that it has received from all of its associates and/or suppliers all data necessary to comply with this obligation and the Vendor has validated all such data and documentation. The Vendor will use its best endeavour to ensure that none of the Collectible are counterfeit, inaccurately marked or in any manner misrepresented. The Vendor shall operate a counterfeit control process for all Collectible consistent with these provisions. The Purchaser shall have the right to audit, inspect and/or approve the process at any time before or after the delivery of the Collectibles.

(xvi) Effect of Breach of Clause 3 (xv): Any breach of Clause 3(xv) hereinabove shall be construed as a material breach of this Agreement and, without prejudice to the Purchaser's rights to claim damages, the Vendor shall, upon the demand of the Purchaser, return any of the Purchase Price advanced pursuant to the Payment Method to the Purchaser, upon which this Agreement shall, without prejudice or waiver to Clause 5 hereinbelow, be declared as void ab initio, and of no force or effect whatsoever, as if the same had never been executed, and the Purchaser shall have no obligation to the Vendor.

4. 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.

5. 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 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 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;

(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;

(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;

(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.

6. 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 (unless waived) 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 (unless waived), 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. The Vendor must, where required by the Purchaser, use its best endeavours to facilitate this Clause 7. For the avoidance of doubt, the Vendor acknowledge and agrees that the Purchaser shall have the right to return any Collectible within 180 days from the date of Completion in the event of the discovery of any inaccuracy in the Condition Report for any particular Collectible including but not limited to inaccuracy pertaining to the time period a Collectible is represented as having produced during, upon which construed as a material breach of this Agreement and, without prejudice to the Purchaser's rights to claim damages, the Vendor shall, upon the demand of the Purchaser, return any of the Purchase Price advanced pursuant to the Payment Method to the Purchaser, upon which this Agreement shall, without prejudice or waiver to Clause 4 hereinabove, be declared as void ab initio, and of no force or effect whatsoever, as if the same had never been executed, and the Purchaser shall have no obligation to the Vendor. For the avoidance of doubt, whereupon the exercise of this clause by the Purchaser, the Vendor acknowledges and agrees that the Vendor will have no right to any Purchase Price paid to the Vendor pursuant to the Payment Method (if any) and shall return to the Purchaser any such paid Purchase Price (if any).

7. 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).

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. Any dispute or difference, whether contractual or non-contractual, arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall: -

    (i) first be referred to mediation under the Mediation Rules of The Law Society of Hong Kong. If the mediation is terminated (as defined in the Mediation Rules of The Law Society of Hong Kong), without the dispute or difference having been resolved, within 21 days after such termination, any party may refer the dispute or difference to arbitration for final resolution.

    (ii) Where following mediation in accordance with Clause 10(i) above, the parties are unable to reach a mutually satisfactory resolution of the Disputes, except insofar as the parties elect to enforce this Agreement by judicial process or injunction as provided in the preceding Articles hereof, the Disputes must be submitted to be finally resolved by arbitration in Hong Kong in accordance with UNICITRAL Arbitration Rules for the time being in force. The arbitration shall be administered by Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with its Practice Note on UNICITRAL cases. The appointing authority shall be the President or Vice President of HKIAC Court of Arbitration. The language to be used in the arbitral proceedings shall be English.

    (iii) This Agreement shall be governed by, and construed with, the laws of Hong Kong (without giving effect to principles of conflicts or choices of law).

11. Save for the Third-Party Payer as defined in Clause 6 of the Schedule hereunder 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) Ordinance (Chapter 623) (or any similar law, regulation or rule in any jurisdiction) 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 **Chan Hoi Leung**)
for and on behalf of)
CIMB LIMITED)



PURCHASER

Signed, Sealed and Delivered)
By **Phang Liang Xiong**)
for and on behalf of)
COINLLECTIBLES PRIVATE LIMITED)



SCHEDULE

1. "**Effective Date**" means 1st September 2022.

2. "**Vendor**" means CIMB Limited (Business Registration No.: 64408692).

3. "**Purchaser**" or "**Coinllectibles**" means Coinllectibles Private Limited (Unique Entity Number: 202120363C) with its registered office address at 138 Cecil Street #13-02 Cecil Court Singapore 069538, which expression shall include its successors and assigns.

4. "**Collectible**" means each of the collectibles purchased by the Purchaser from the Vendor at the reserve price as set out in a list in the Appendix (including, where appropriate, all Intellectual Property relating to it).

5. "**Sale Price**" means the price at which the FT relating to the Collectible has been sold by Coinllectibles.

6. "**Purchase Price**" means 55% of the Sale Price of the FT.

7. "**Payment Method**" means, in relation to any sum stated to be payable or paid on or after Completion pursuant to the Agreement, account name, account number, bank name, swift code, bank code and branch code or wallet address, in the case of a sum stated to be payable or paid by cryptocurrency specified by the Vendor of such sum at least (5) five Business Days after the date of delivery of the Collectible FT to the buyer.

8. "**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.

9. "**Other Terms**" means as follows:

    a. A representation and a continuing warranty that the Collectible is unique and one of a kind and that has not been, and will not ever be, replicated or reproduced.

    b. 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 be entitled to use such Intellectual Property in any manner whatsoever that is non commercial and 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.

    c. 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.

d. The Vendor shall use its best endeavour to co-operate with the Purchaser to (a) create identification elements in the Collectible for unequivocal identification of the Collectible and (b) to do all things necessary to give full effect to the terms and conditions contained in this Agreement. The Vendor hereby irrevocably and conditionally empower and authorise the Purchaser to, in the Vendor's name, do all things necessary to give full effect to the terms and conditions contained in this Agreement.

香港國際拍賣行有限公司
Hong Kong International Auction House Limited

鑑定報告
Appraisal Report

證書編號 Certificate Number: CIMB-CAP-2201-001

簽發日期 Issuing Date :

2022 年 01 月 25 日

DIMENSIONS: 91.5cm (Width) 91.5cm (Height) 17.549kg (Weight)

NAME: **High Relief Round Ceramic Painting with Gold Decorated Dragon Pattern, Made during the Reign of Emperor Qianlong of the Qing Dynasty**

尺寸規格：闊 91.5cm 高 91.5cm 重 17.549kg

名稱：「大清乾隆御制」款，高浮雕金飾龍紋圓型瓷板畫



2022.01.25

鑒定專家 Expert appraiser:

For and on behalf of Hong Kong International Auction House Ltd

簽發日期 Issuing Date:

香港國際拍賣行有限公司
Hong Kong International Auction House Limited

鑑定報告
APPRAISAL REPORT

證書編號 Certificate Number: CIMB-CAP-2201-001

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香港國際拍賣行有限公司

Brief Description of CIMB-CAP-2201-001

This item, titled High Relief Round Ceramic Painting with Gold Decorated Dragon Pattern, features harmony in form, carving, glaze, and pattern, and is an imitation of a classic masterpiece made during the period when the ceramic industry was under the supervision of Tang Ying under the reign of Emperor Qianlong of the Qing Dynasty. Such high-relief ceramic printing with Dragon patterns has the most demanding firing requirements for ceramic production, which require meticulous measurement and deliberation, and the ceramic plates made are all artistic works.

This item is one of a set of nine pieces, which is an extremely rare collection of the finest and most elegant wares. The Dragon in the painting is plated with real gold and is majestic in form with inspiring and auspicious meaning. The golden Dragon leaps across the clouds and waves, majestic and powerful, vivid and delicate, and the Dragon patterns on ceramic are marvelous under the brush of the artist. The ceramic pieces of the Qianlong period were also often shown with a single Dragon design. During the Tang Ying period of the Qing Dynasty, the ceramic pieces were seen to be perfected, and the golden Dragons were in harmony with each other, flipping through the clouds into the sea and dancing in the sky, requiring a high degree of difficulty, and the application of such vivid patterns to this round ceramic plate is a miraculous technique and a model of sincere ceramic decoration. Though art historians have not offered an interpretation of the meanings, the leaping of the golden Dragon seems to have belonged exclusively to the emperor and his successors.

The artistic relief process of this ceramic plate is profound and sharp, with the exception of the flying dragon leaping between the colored clouds and the waves, which tends to be softer, giving a new visual effect and effectively emphasizing the slight difference in glaze color, making it even more distinctive. The relief carving of the face of the Dragon is particularly prominent, with the auspicious Dragon dancing in the clouds, vivid and lifelike, so that one can feel the atmosphere of "the clouds are drifting, the waves are splashing, and the Dragon is aspiring to roam".

This high-relief ceramic plate painting piece features gold relief carving and auspicious Dragon, which restores the three masterpieces of the court (enamel, famille-rose, and gold relief carving) that have been out of use for nearly 300 years, and is a collision of ceramic craftsmanship and gold craftsmanship, as well as a combination of historical culture and contemporary craftsmanship. With the posture of "Auspicious Supremacy", it reappears the royal majesty of "bright yellow embroidery, golden Dragon with colorful clouds", and is an artwork with high aesthetic and collection values.

Market price: USD 38,800-45,200

產品簡述：CIMB-CAP-2201-001

本高浮雕金飾龍紋圓型瓷板畫所呈之型制、雕工、釉色、紋樣，和諧相宜，鬼斧天成，屬仿乾隆一朝唐英督陶時期之經典傑作。此類龍紋雕飾之高浮雕瓷版畫，燒時對於製瓷之要求，素來最甚，均經周密計量，斟酌考究，所製瓷版皆為藝術品。

本拍品是一套 9 件的其中一件，實屬一件至臻大雅之器，極為難得的藏品。圖中鍍真金大龍蒼勁威猛，形態刻畫方顯靈動，寓意祥瑞。金龍穿雲躍波，威武雄勁，生動入微，瓷上龍紋，於其筆下生妙。而乾隆瓷器也常以單一龍紋示人。在清唐英時期臻於完美，所見金龍，和合相應，翻雲入海，騰舞九霄，難度甚高，將這般生動圖案施於此圓型瓷板面之上，堪稱神技，誠瓷器紋飾典範。藝術史學家雖未就其涵義提出闡釋，但金龍飛躍，似乎只屬皇帝及其繼任者專用。

本瓷版藝術浮雕工藝、深邃犀利，唯飛龍躍於彩色雲海之間則趨於柔和，視效全然一新，有效強調釉色微差，更顯別緻。龍面部浮雕尤為突出，祥龍潛遊雲中，生動傳神、栩栩如生，遂尤感「雲飄渺，波濤濺，龍欲行」之意境。

本高浮雕瓷板畫拍品、黃金浮雕、祥龍尊貴、恢復了失傳近 300 年宮廷三大絕技 (琺瑯彩、粉彩扒花、浮雕描金), 是瓷藝大師與黃金工藝的碰撞,是歷史文化 與當代工藝的結合。它以"吉祥至尊"的姿態，再顯現了"明黃緞繡、彩雲黃龍"的皇家威嚴，是具有極高審美價值及收藏價值的藝術品。

市場價值：USD 38,800-45,200 元

鑒定專家 Expert appraiser：

For and on behalf of Hong Kong International Auction House Ltd

2022.01.25

簽發日期 Issuing Date: