

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.
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: 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) Information: to the best of its knowledge and belief of the 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 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

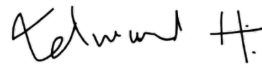
- (xiv) Bankruptcy/Insolvency: no steps have been taken by the Vendor nor have any legal proceedings been started or threatened for its bankruptcy, winding up or insolvency or for the appointment of a receiver, trustee or similar officer of any of its assets.
4. The Vendor does hereby agree to indemnify, 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 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”) (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; 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.
- 6. 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).
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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) (or any similar law, regulation or rule in any jurisdiction) to enforce any term of this Agreement.
- 11. In the event of any discrepancy, the English version will prevail.

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

VENDOR

Signed, Sealed and Delivered)
by **Ho Wan Leong**)
for and on behalf of)
CIMB Limited)



PURCHASER

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



SCHEDULE

1. **“Effective Date”** means 18th May 2022.
2. **“Vendor”** means CIMB Limited (Business Registration No.: 64408692).
3. **“Purchaser”** means COINLLECTIBLES PRIVATE LIMITED (Unique Entity Number: 202120363C), which expression shall include its successors and assigns.
4. **“Collectible”** means the collectible purchased by the Purchaser from the Vendor as described in the Appendix.
5. **“Purchase Price”** means USD 39,000 less Service Charge and all applicable fees, costs and expenses.
6. **“Payment Method”** means such method as separately agreed between the Vendor and the Purchaser
7. **“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.
8. **“Service Charge”** means the charge payable by the Vendor for the Purchaser to carry out minting, selling, marketing and delivery of the DOT amounting to 20% of the Sale Price of the DOT.
9. **“Sale Price”** means the sale price of the DOT to an external third party (the “Ultimate Buyer”) on a platform or exchange accepting the DOT for sale as mutually agreed by the Parties.
10. **“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 co-operate with the Purchaser to create identification elements in the Collectible for unequivocal identification of the Collectible.
- e. After the full payment of the Payment Price, 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. 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.
- f. The Collectible shall be completed and ready for delivery from the Vendor to the Purchaser. The Vendor will permit the Purchaser, its agents 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-2203-006

DIMENSIONS: 24.2cm (Width) 24.1cm (Depth) 48cm (Height)

NAME: Modern Multicolored Applique Guanyin Vase in Blue Glaze
with Phoenix and Peony Patterns

簽發日期 Issuing Date :

2022 年 01 月 25 日

尺寸規格: 闊 24.2cm 深 24.1cm 高 48cm

名稱: 近仿藍釉五彩貼雕鳳戲牡丹紋觀音瓶



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:



香港國際拍賣行有限公司

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Brief Description of CIMB-CAP-2203-006

The phoenix and the peony are popular among the public, attributable to their auspicious connotations, such as happiness and hope. Consequently, the folk has produced diverse models and endowed varied implied meanings for them. In contemporary folk embroidery, phoenix-and-peony patterns are combined, rather than distinguished, to imply auspiciousness, beauty and fortune.

This ceramic vase has a slightly flared mouth, thin neck, long body and rounded foot. Its upper body is drum-like, and its lower body is tapered. Its shape is similar to the vase on the hand of Guanyin, thus the name.

In terms of the ceramic process, first, the "china clay" is formed into a desired "shape." The next processes include model design, replication, burning, decoration (painting) and decorative firing. Sophisticated yet meticulous coloring techniques are required, generally including outlining, uncovering, painting, filling, washing, scrabbling and brushing. The carving is enriched due to the wide application of such techniques. The objects represented are vivid and lifelike. Ceramic carving is a stereographic art expressing images. No matter figures or animals, decorative or functional ceramics, images convey theme, personality and scenario. Ceramic carving, through specific matching, can be unique and can add the touch that brings a work of art to life. In this sense, a good carved model is inseparable from perfect colored decoration. In other words, colored decoration is expected to "add brilliance" to the "model" so as to set off "form" and "spirit" and thus make the "model" more beautiful, more lavish and more outstanding. Contrastingly, colored decoration in excess might destroy the model. Therefore, colored decoration must co-adapt with the model so as to bring out the best artistic effect of carving.

Guanyin Vase, also known as "Guanyin Zun," was one of the vase models popular during the period from the Kangxi to Qianlong reigns of the Qing dynasty. Such vase has a wide flared mouth, short neck and broad shoulders. The body, long and smooth, shrinks till the foot that is shallow, round and open. This type of vase was generally produced in Jingdezhen during the Kangxi reign. Sometimes, it is not easy to distinguish between vase and Zun. Generally, a vessel with a small mouth and big body is called a vase. Multicolored and blue-and-white are common. The outer wall of this vase is decorated with multicolored flowers on a ground of blue with phoenix tail-like fine lines. The lower body is in the turquoise glaze. The fine and lustrous glaze and the beautiful and tall model imply the strict and classic requirements for lines during the Qing dynasty. The line of ceramic work was meticulously designed inch by inch to obtain impeccable smoothness and elegance. The perfect line sets off the enchanting and graceful painting. The complementary phoenix and peonies demonstrate natural beauty, fascination and superb painting techniques. This feast for the eyes, through the glamorous artistic conception, represents the pursuit of auspiciousness, beauty and fortune.

Market price: USD13,000-25,900

產品簡述: CIMB-CAP-2203-006

鳳與牡丹的精神更接近大眾，它帶給人們生活幸福、美滿的希望，故而在民間被大眾賦予了鳳與牡丹豐富多彩的形態和內容。而現代民間繡品中的鳳與牡丹的結合紋飾通常是融合了多種精神情感，已不再區別於各自的內涵深意，而被統一視為祥瑞、美好、富貴的象徵。此瓷瓶口微撇，束頸，長腹微鼓，至腰部內收，圈足，形似，故稱圓觀音瓶。而瓷雕在工藝上「型」成於「泥」，經過造型設計，複製、燒練、裝飾（彩繪），烤花等多種工藝過程。它以複雜而又細緻的著色技巧描繪，一般有描、揭、畫，填，洗、扒、刷等技法。由於技法的廣泛應用，豐富了雕塑的表現能力，使所要描繪的物件生動，傳神逼真。瓷雕是表現形象的立體藝術，無論是人物或是動物，美術瓷或是實用品，無不通過形象表現主題，表現個性及一定的情景。根據特定的情節，瓷雕裝飾上也是獨到一處，富有畫龍點睛的特色。從這個意義上來講，一件好的雕塑造型，必須以完美的加彩裝飾的藝術形式充分表現出來，也就是說，加彩裝飾，應該起到「造型」上的「錦上添花」的作用，以期更完美地達到托出「形」與「神」，使所塑「造型」更美，更豐富，更突出。反之言之，如果用得不恰當，一味追窮加彩，則可能破壞造型。因此，加彩裝飾必須與造型互為適應，才能恰到好處的收到雕塑品的藝術效果。觀音瓶，又稱「觀音尊」，清代康熙至乾隆年間流行瓶式之一，器呈侈口，頸部較短，豐肩，肩下弧線內收，至腰部以下外撇，淺圈足，瓶體纖長，線條流暢。康熙朝時景德鎮燒制的瓶式較多，有時瓶、尊在稱呼上不易區分，一般來說，口小腹大者稱之為瓶，以五彩、青花製品較為多見。本瓶子外壁通體藍地軌道，上繪五彩花卉圖，底部施綠松石釉。

此瓶釉面光潔，造型秀頎，經典地顯示了大清年造器嚴苛的線條追求，即以象生學概念設計器身一寸一厘的線條，在塑形上達到無可挑剔的流暢與優雅。其線條的完美，襯托了其上粉彩畫面的動人與典雅，鳳與牡丹相輔相成，體現了自然的柔美。其繪畫展現了精湛的繪畫功底。這件賞心悅目的佳品，在美輪美奐的意境中，展現了人們對祥瑞、美好、富貴的追求。

鑑定專家 EXPERT APPRAISER:

市場價格: USD13,000-25,900 元

2022.01.25

簽發日期 Issuing Date:

FOR AND ON BEHALF OF HONG KONG INTERNATIONAL AUCTION HOUSE LTD