

Art Split Ownership Marketing Agreement

This Contract of Sale and Management is the agreement of ARTII Co., Ltd. (hereinafter referred to as the "Company"). Using services such as intermediation through the ARTII platform, you can view the actual art you have for sale of one split ownership to members and issuance, transfer of electronic certificates related to it to the company. The requesting Member (hereinafter referred to as the "Sales Member") and the above split ownership shall be purchased and retained accordingly their rights, obligations and responsibilities between members ("Purchasing Members") who have been transferred an electronic certificate of ownership of the split shall be concluded and established to determine other necessary matters.

Article 1 (Definition)

- ① "Terms of Use" means the use of services such as brokerage through the ARTII platform provided by the company. The terms and conditions that the User agreed to while signing up as a member are provided by the Company.
- ② "Platform" refers to the person related to the above art work in accordance with a separate contract concluded with the original owner of the art work Non-fungible token (hereinafter referred to as "NFT") that is an electronic proof of ownership in order to act on behalf of the issuance of NFTs and to trade or broker NFTs issued such as a web/app service operated by the company for the purpose of (including wired and wireless devices, etc.) that can be accessed through platform.
- ③ "Member" shall access the platform and enter into a use agreement with the company in accordance with the terms and conditions of use, and the Company shall enter into a use agreement with the platform.
- ④ "Split ownership" means a certain percentage of the actual art that a member can buy through the platform.
- ⑤ "NFT" is the original owner of the actual artwork, and in accordance with a separate contract concluded with the company, electronic token is issued to a member who has requested the issuance and mediation of an electronic certificate of divided ownership of evidence. The NFT is a third party that has purchased the divisional ownership of the real artwork through the intermediary of the platform that can be transferred to a member, and the company only through NFT Recognize and identify people with therefore, the sale of the divisional ownership of the real work of art between the parties. Even if it is done, you cannot fight the company on the grounds of the above sale unless there is a subsequent transfer of the NFT.
- ⑥ The "Marketplace" shall sell the split ownership of its holdings to other members in accordance with its intention or direction, where information about art objects is posted so that they can be purchased from other members.

As a result, the split ownership purchase between members made in the marketplace is only between members and the company does not intervene in accordance with the provisions of the law.

Article 2(Subject to the Contract and the Price of the Contract)

① The split ownership between the selling member and the purchasing member through this agreement is the following art (hereinafter referred to as the "Art").

Division	Content
Name of work & year	
Artist name (Year of birth ~ year of death)	
Category	
Size	

② In accordance with this agreement, the purchasing Member shall purchase the split ownership of the art from the selling member, Information on the purchase quantity and purchase amount shall be indicated at the bottom of the document

Article 3 (Payment of the Sale price and Transfer of Ownership in installments)

① The sales member shall receive the sales payment in accordance with Article 2, Paragraph 2 from the purchasing member, and at the same time in accordance with the transfer of the share of split ownership and the share of the art as a token of the transfer. One NFT must be transferred to the purchasing member.

② In order for the parties to this Agreement to oppose the transfer of divisional ownership under this agreement to the company, the division shall notify the company about the transfer of ownership, and shall only notify the above parties in the marketplace on the platform.

Article 4 (Cancellation and Deadline of the Contract of Sale)

① The Purchasing member cancels this agreement only within 7 days of the date of the conclusion of this agreement and withdraws the offer of the purchase.

② The sale price paid by the purchasing member during the period when the cancellation is possible in accordance with the preceding paragraph or the equivalent virtual assets then the Company shall keep it and, after the period has elapsed, pay/transfer it to the purchasing member without delay.

③ The purchasing member cancels the contract within 7 days from the date of the conclusion of this contract and withdraws the offer of the purchase, At this time, a predetermined fee, such as GAS, may be deducted from the return on the blockchain.

④ In order to sell the split ownership of the art through the marketplace on the platform, the sales member lists the above art and split ownership information, and the NFT in connection.

If there is no indication of the cancellation of the contract of the purchasing member and the intention of the purchase application, the company shall obtain the above NFT without delay Transfer to every member. Such previous work is in accordance with the instructions or requests of the sales member and is considered to be simply acting on behalf of the company.

Article 5 (Fees, etc.)

The Sales Member and/or in connection with the transfer of divisional ownership of the art under this Agreement and the transfer of NFT and purchasing members shall pay a predetermined fee to the company. At this time, specific fees and payment subjects, etc. The purchase member shall be based on what is indicated at the time of the purchase request in the marketplace.

Article 6 (Management Agreement between Joint equity holders of Split Ownership)

- ① In accordance with this agreement, the purchasing member who has purchased some part of the split ownership of the art shall own the above split and the rest of the rights shall be jointly owned by the other members together with the above split ownership.
- ② Legal relationship between all members who co-own the split ownership of the art
The purchase is governed in accordance with the "[Separate] Art Split Ownership Agreement between Sharers " attached to this Agreement. The Member shall agree to the succession and application of the above Terms of Management.
- ③ Upon the conclusion of this agreement, the purchasing Member agrees to the succession and application of the management terms of the preceding paragraph to himself.

Article 7 (Governing Law and Jurisdiction)

- ① In Respect of disputes arising in connection with this agreement between the Sales Member and the purchasing member, the Law of the Singapore shall be governed by the laws of the Singapore.
- ② The competent court of litigation relating to the dispute in the preceding paragraph shall be the court in which the parties agree and decide, and the settlement shall be
When it is not done, it shall be a court under the Civil Litigation Act

Attachment : Art Split Ownership Agreement between sharers

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Sales member	:	Purchasing Member	:
Statement.	:	Statement	:
Email address.	:	Email address	:
Contact address	:	Contact us	:
Contract Date.	:	Contract Date	:

(Purchase History] Total ** Split ownership of art **Purchased art piece

[Attachment]

Art Split Ownership Agreement between Sharers

1. Purpose

① This Contract of Sale and Management is the agreement of ARTII. Co., Ltd. (hereinafter referred to as the “Company”). Using services such as intermediation through the ARTII Co-owns the division of the following art using services such as intermediation through the platform and Established for the purpose of governing the legal relationship between those who own it (hereinafter referred to as “Sharers”)

Division	Content
Name of work & year	
Artist name (Year of birth ~ year of death)	
Category	
Size	

② The contents of this Management Agreement shall bind the company as a sharer and stakeholder. This Agreement and its content is provided to the sharers through the platform provided by the company and is a sign of consent submitted, as such, this Agreement is provided to the sharers through the company. The consent of the company regarding the sharers and application of the company is also seen to exist.

2. Confirmation of split ownership and the legal nature of NFT

① The NFT corresponding to the split ownership of the art and its electronic certificate shall evaluate the art and the value may fluctuate depending on the increase in value, but the company has a definitive claim against a third party, such as a company performed in connection with the art, etc., between the sharers and/or third parties, such as the company, without representation.

② In accordance with the preceding paragraph, the above split ownership and/or the above NFT are securities under the law on capital markets and financial investment business In particular, the above split ownership does not correspond to financial investment products, such as the reporting and use of certain financial transaction information and It does not correspond to virtual assets under the law on such matters.

③ The sharers have confirmed the contents of Paragraph 2 in the purchase of the above split ownership and agree to it

3. Related to the management and disposal of split ownership

- ① The sharers have all comprehensive management rights, such as storing, exhibiting, and renting the art and will delegate it to the company. Sharers can store the above art through the company at any time, such as the location and status of the art.
- ② The sharers shall pay the company the costs incurred to manage the storage art, etc. However, the payment of the above costs may be incurred through revenue projects such as the exhibition and rental of art.
- ③ If the Company exceeds the proceeds of the preceding paragraph, the difference in the cost of the management of the art, etc.

4. Transfer of split ownership and dissolution of sharing relations

- ① The Sharer has a split ownership of the art that he or she holds with other sharers or third parties. It may be transferred to a third party. However, in order to notify and counter the transfer to the company, the division owns. The transfer of the electronic certificate(NFT)of the volume must be made, and the above notice is only the electronic certificate(NFT).
- ② The split ownership or sharing relationship with respect to the art is that the entire art(i.e., the total split ownership)is the same as the entire art (i.e., the total split ownership).It will not be removed unless it is sold to a third party who is not a member of the platform service operated by the company
- ③ The management of the art has been comprehensively authorized by the sharers The company handles. The Company shall handle the business as a duty of care of a good manager.
- ④ This is a matter of management of art, but it is an important matter that requires decision-making by the sharers,In respect of special matters judged by the Company(e.g., changes in the storage location and storage company of art), the Company shall decide with the consent of more than a majority of sharers.
- ⑤ The Company only disposes of matters relating to the management of the art, such as the sale of the art and No authority shall be held in respect of dispositions.

5. Damages

- ① The above art is destroyed due to willful or gross negligence while the company was storing and managing the art. In the event of actual, damaged, lost, or stolen, the company will be responsible for the damages incurred by the sharers in connection with it.
- ② The liability for damages in accordance with the preceding paragraph is the purchase payment paid by the sharers to buy the split ownership. The limit is 110% of the equivalent virtual assets. Compensation for damages if the purchase payment is paid as a virtual asset at this time. The limit of liability is the value in USD(USD) of virtual assets as of the above payment date,(Coinmarketcap.com).
- ③ However, if it is found that the art does not correspond to the truth, the Company will not be responsible for any damages issued to the sharers. Disputes related to sharers should be resolved between the first seller of the art, and the company shall be the first seller of the sharer.If there is a request from an investigative body or court in the course of a dispute, such as a lawsuit between the first seller and the above can provide a variety of information.