

MARKETPLACE SELLER AGREEMENT

By accessing and using ClubRare Platform (as defined herein) and the Services (as defined herein) provided by ClubRare, you (“**Seller**”) are deemed to agree to this Marketplace Seller Agreement (this “**Agreement**”) with ClubRare, operated and powered by VitalHint Inc., a company incorporated under the laws of the Hong Kong Special Administrative Region with its office at FT c9 20/F MAI LUEN IND BLDG 23-31 KUNG YIP ST KWAI CHUNG NT (“**ClubRare**”).

Seller and ClubRare are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Seller is a certain artist or creator of the goods, products, services, items, artwork, works, or contents, whether physical, digital or otherwise;

WHEREAS, ClubRare is the operator of ClubRare platform and is engaged in various businesses or projects involving Blockchain, NFTs, digital assets and/or cryptocurrencies and related technologies and specializes in providing consulting, advisory, development, operation and marketing and promotion services relating to Blockchain, NFTs, digital assets and/or cryptocurrencies around the world;

WHEREAS, Seller wishes to engage the marketplace services of ClubRare in order to facilitate its businesses contemplated or undertaken by Seller and ClubRare hereby accepts such engagement, each in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 – MARKETPLACE SERVICES

1.01 Marketplace Services

(a) ClubRare shall provide Seller with a platform, hardware, software, dapps, tools, technologies, social media, systems, goods, and services (“**ClubRare Platform**”) which will enable Seller to (i) promote, advertise, offer, sell, distribute, display, auction or otherwise trade Seller’s works, creations, items, goods, products and services (the “**Products**”) and (ii) create, mint, drop, burn, promote, advertise, offer, sell, distribute, display, auction or otherwise trade non-fungible tokens which are paired, coupled, related, linked to, or imbedding, reflecting, incorporating or otherwise representing, the Products (“**NFTs**”).

(b) Seller will be able to create, mint, drop, burn, promote, advertise, offer, sell, distribute, display, auction or otherwise trade the Products and NFTs on ClubRare Platform, social media, metaverse or other platforms which are operated or powered by other persons or entities with which ClubRare has partnership relations (“**ClubRare Partners**”).

(c) ClubRare will facilitate transactions between Seller and a buyer of the Products and/or NFTs (“**Buyer**”) and/or between Buyer and any of its subsequent buyer and onward (“**Subsequent Buyer**”) and ClubRare shall not be a party to any agreement or transaction between Seller and Buyer and/or between Buyer and Subsequent Buyer on ClubRare Platform or ClubRare Partner’s social media, metaverse or other platforms.

1.02 Additional Services

(a) Upon agreement between Seller and ClubRare, ClubRare shall provide Seller with services by which ClubRare shall offer, sell, promote, advertise, distribute or otherwise trade the Products (such Products being the **“Underlying Products”**) and create, mint, drop, burn, offer, sell, promote, advertise, distribute or otherwise trade NFTs for and on behalf of Seller. In such case, ClubRare may create, mint, drop, burn, offer, sell, promote, advertise, distribute or otherwise trade certain NFTs (such NFTs being **“Physical NFTs”**) which include, reflect, incorporate and represent a right to request Seller and/or ClubRare to deliver the Underlying Products to Buyer or Subsequent Buyer (the **“Right to Redeem”**). In case where the Right to Redeem is exercised by Buyer or Subsequent Buyer and the Underlying Products are delivered to Buyer or Subsequent Buyer, then the relevant Physical NFTs may or may not be burned pursuant to the agreement between Seller and ClubRare and/or the terms and conditions of ClubRare and/or ClubRare Platform (the **“ClubRare Terms of Service”**).

(b) Upon agreement between Seller and ClubRare and in case of Physical NFTs, ClubRare may provide warehouse and storage services for the Underlying Products upon the ClubRare Terms of Service.

(c) Upon agreement between Seller and ClubRare and in case of the Physical NFTs, ClubRare may provide shipping, transportation and delivery services for the Underlying Products upon the ClubRare Terms of Service.

1.03 Scope of Services

The detailed scope of the Marketplace Services and the Additional Services to be provided under this Agreement (the **“Services”**) may be agreed by the Parties.

1.04 Sign-up, Registration and Account

To access and use ClubRare Platform and to be provided with the Services, Seller shall sign up for, register as a member, and/or create a ClubRare account for ClubRare Platform and provide ClubRare with the information, data, documents or other materials regarding Seller and Seller’s products and services (the **“Seller Information”**) upon the ClubRare Terms of Service and other on-boarding and membership protocols and requirements of ClubRare and/or ClubRare Platform.

ARTICLE 2 - PAYMENT OF FEES

2.01 Fees

The fees payable by Seller to ClubRare for the Services provided in accordance with Article 1 of this Agreement (the **“Fees”**) shall be as follows:

Transaction Fee:	2.5% of the sale price of the Products
Monthly Membership Fee:	[N/A]
Storage Fee:	[]
Delivery Fee:	[]

For the avoidance of doubt, Seller may determine, set and provide for any royalty amount for any sale or resale of Seller’s Products and/or NFTs in its discretion, provided, however, that ClubRare shall have the right to be paid the Transaction Fee for each of the sales or resales from Seller to Buyer or from Buyer to Subsequent Buyer and onward, as the case may be.

2.02 Invoicing and Payment by Smart Contracts

Invoicing by ClubRare to Seller and payments by Seller of the Fees to ClubRare may be made by smart contracts and/or any other automatic payment system in ClubRare Platform upon the ClubRare Terms of Service. In principle, ClubRare shall invoice Seller by no later than the [tenth (10th)] day of the month following the end of the relevant month, quarter or project period, as the case may be, and payment of the Fees by Seller shall be made within [thirty (30)] days of the date of the invoice. The Fees shall be paid in [USDT, USDC, BTC, ETH, KLAY or other cryptocurrencies] as agreed between the Parties to the wallet address as designated by ClubRare.

2.04 Late Payment Penalty

In the event payments are not made when due and payable in accordance with the terms hereof, the late interest shall be paid, which interest is equivalent to the simple interest on the deficit from the due date until the date paid at the rate of [twelve (12)]% per annum.

2.05 Taxes and Expenses

(a) For any and all the Products and/or the NFTs sold or otherwise traded on ClubRare Platform, Seller is the taxpayer and seller of record and must comply with all applicable tax law. Seller shall be solely liable for any tax liabilities, including without limitation, any associated penalties, fees or interest. All references to "tax" or "taxes" in this Agreement shall mean all taxes and fees, including without limitation, value added tax, sales, use and surcharge taxes, import or export duties, electronic waste recycling fees, and all other indirect taxes and fees.

(b) Seller is solely responsible for determining the amount of value added tax, sales, use or other indirect taxes owed as a result of the sale of the Products and/or NFTs, and is solely responsible for reporting and remitting any such taxes required under applicable law. Seller hereby represents and warrants that it will (i) identify all countries and states in which it has an obligation to collect and remit taxes during the term of this Agreement and (ii) keep such information updated at all times. Upon the request of ClubRare, Seller will immediately provide ClubRare with records and documentation in the manner, form and substance as ClubRare may reasonable request of Seller's reporting, payment or remittance of all taxes to the applicable tax authorities. If Seller is unable to provide such proof, records and documents to ClubRare's satisfaction, ClubRare may retain all such tax amounts and/or terminate Seller's ClubRare Platform account. Seller acknowledges and agrees that ClubRare has no responsibility to collect, report or remit taxes in connection with Seller's sales or trade in the Products and/or NFTs. Seller shall cooperate with ClubRare regarding any requests for information, audit or similar request by any taxing authority concerning taxes collected, paid and remitted resulting from the sale of the Products and/or NFTs on ClubRare Platform.

(c) Without limiting the generality of the foregoing, if, as a marketplace facilitator, ClubRare is required by law to automatically collect sale taxes on the Seller's behalf with respect to any Products and/or NFTs shipped to certain countries and their territories, as determined by ClubRare in its sole discretion, and all such tax amounts may be remitted by ClubRare to the relevant country from amounts received by ClubRare from Seller, Buyer or Subsequent Buyer, as the case may be.

(d) If any governmental authority determines that Seller has established nexus in a state or local jurisdictions; or that sales, use or other indirect taxes are due from ClubRare or Seller on sales of Products and/or NFTs through ClubRare Platform; or that Seller is otherwise responsible for the collection and remittance or reporting of taxes (and all related penalties and interest) related to the sale of any Products and/or NFTs, whether or not as a result of any action or inaction by ClubRare, Seller (i) agrees that Seller shall solely be responsible for payment of such taxes (and all related penalties and interest) and/or reporting of such taxes (if applicable), (ii) agrees that ClubRare shall have no liability to Seller or any governmental authority for such taxes or penalties, and (iii) will not seek any reimbursement from ClubRare for such taxes and related penalties. Seller shall indemnify and hold harmless ClubRare and its affiliates and their respective officers, directors, employees and agents for any claims, liabilities, losses, fines, costs and expenses (including reasonable attorneys' fees) arising out of or related to any ruling by any governmental authority that ClubRare or Seller has a tax remittance or reporting obligation in any country or state

on account of sales of the Products and/or NFTs on ClubRare Platform, whether or not due to any action or inaction by ClubRare. ClubRare may set-off any and all costs and/or expenses that are incurred in connection with the foregoing against any amounts owing to Seller.

(e) Except as otherwise set forth in this Agreement, any tax that may become due by reason of or in connection with this Agreement shall be borne by the Party upon whom such tax is imposed under applicable laws.

(f) Except as otherwise set forth in this Agreement, all cost and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such cost and expenses.

ARTICLE 3 – TERMS AND CONDITIONS OF SALE

3.01 Terms and Conditions of Sale

(a) The price, value, royalty and other terms and conditions of the Products and/or NFTs shall be determined by Seller in its sole discretion, provided, however, that Seller and ClubRare may in good faith consult with each other on the price, value, royalty and other terms and conditions of the Products and/or NFTs to be sold or traded on ClubRare Platform.

(b) Seller shall keep and maintain the sufficient amount of the inventory of the Products at all times.

(c) Seller shall pack the Products in a secure, sufficient manner to prevent loss or damage to it when being delivered.

(d) Seller shall store the Products in a secure, sufficient manner to prevent loss of damage to it.

(e) Seller shall deliver the Products to Buyer in a timely matter.

3.02 Seller's Responsibilities

(a) Except as otherwise set forth in this Agreement or specifically agreed between ClubRare and Seller, Seller shall be responsible for advertising, promoting, selling, distributing the Products on ClubRare Platform or ClubRare Partner's social media, metaverse or other platforms.

(b) Seller acknowledge and agree that, except as otherwise set forth in this Agreement or specifically agreed between ClubRare and Seller, ClubRare is a facilitator of the transactions between Seller and Buyer and Subsequent Buyer, as the case may be, and ClubRare shall not be a party to any agreement or transaction between Seller, Buyer and Subsequent Buyer, as the case may be, on the ClubRare Platform or ClubRare Partner's social media, metaverse or other platforms.

(c) Except (i) in case of Physical NFTs and the Underlying Products and/or (ii) where there is an agreement between Seller and ClubRare regarding the warehousing, storage or delivery of the Products, Seller shall be responsible for packaging, warehousing, storage or delivery of the Products to Buyer and/or Subsequent Buyer.

(d) Seller shall be responsible for exchange or refund of the defective Products at all times.

(e) Seller shall be held liable for the defects such as after-sales service, exchange, return, recovery of the Products in accordance with various applicable laws and regulations

(f) Seller will use appropriate internal information security practices to prevent the compromise of its information systems, computer networks and data files by unauthorized users, viruses or malicious computer programs which could in turn be transmitted to ClubRare or compromise the security of ClubRare confidential information, including without limitation, the Transaction Information. Seller shall promptly notify ClubRare of any breach and take all necessary actions to remediate the breach. Seller shall be responsible for any costs, damages or legal notification procedures resulting from any breach of this article.

3.03 Physical NFTs and the Underlying Products

(a) If Seller wishes ClubRare to offer, sell, promote, advertise, distribute or otherwise trade the Underlying Products and create, mint, drop, burn, offer, sell, promote, advertise, distribute or otherwise trade Physical NFTs for and on behalf of Seller, Seller shall provide ClubRare with all photos, videos, images, data and other information of the Products as reasonably requested by ClubRare (the “**Seller’s Content**”).

(b) In case of Physical NFTs, Seller shall deliver the Underlying Products to the warehouse, storage or any other facility designated by ClubRare or ClubRare’s delivery service agents and ClubRare shall store the Products and provide other necessary warehouse and storage services to Seller upon the ClubRare Terms of Service.

(c) In case of Physical NFTs, when the Right to Redeem is exercised by Buyer or Subsequent Buyer, then ClubRare shall deliver the Underlying Products to the address as designated by Buyer or Subsequent Buyer upon the ClubRare Terms of Service.

ARTICLE 4 – PURCHASE/ORDER PROCESSING, FULFILMENT AND SHIPPING

4.01 Orders

Seller will be the seller of record. Buyer purchasing the Products through ClubRare Platform will place orders using ClubRare Platform and Seller will collect all proceeds from such transactions, including shipping costs and applicable taxes based on shipment options and tax designations provided by Seller to Buyer. Buyer is the purchaser of record.

4.02 Risk of Fraud and Loss

Seller shall bear the risk of all fraud that result from unauthorized payments. Seller will be responsible for all costs related to fraud under any other circumstance, and all refunds related to Products sold and Product fulfillment and delivery.

In order to prevent any fraud and ensure safe and reliable Product fulfillment and delivery, ClubRare may run escrow account services for Seller and Seller shall agree to be subject to such escrow account services by which the price for the Product, royalty or any other payment to be made by Buyer shall be first deposited in such escrow account and then released to Seller if and only when it is confirmed that the Products are properly delivered to and accepted by Buyer or Subsequent Buyer, as the case may be.

4.03 Fulfilment of Orders

(a) Except (i) in case of Physical NFTs and the Underlying Products and/or (ii) where there is an agreement between Seller and ClubRare, Seller will at its own expense, be solely responsible for, and bear all liability for, the fulfillment of the order, including without limitation, storage, packaging, shipping and delivery of Products, securing the services of and payment of any freight forwarder or customs broker service charges (as may be required

for any particular shipment), import or export duties or taxes (as applicable), and customer service. Seller agrees that legal ownership and all risk of loss of the Products remains with Seller until Buyer or Subsequent Buyer receives the Product from Seller.

(b) Seller will ship only the Product purchased by Buyer and will not include any additional Products, substitute Products, materials or information not purchased by Buyer, other than those materials included in all shipments sold by Seller as long as such materials do not in any way promote other third-party marketplaces.

4.04 Packaging

Seller shall package all the Products for shipment at Seller's expense according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Seller shall provide Buyer with a prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

4.05. Shipping

(a) Seller is responsible for properly specifying shipping options for all Products in its product information, and for properly handling all returns, including without limitation, those for the Products that have unique requirements for shipping and return handling, including without limitation, hazardous materials or perishable Products to the extent such Products are permitted to be sold on ClubRare Platform.

(b) Seller will ship Products ordered by Buyers by placing the ordered items into the custody of the appropriate shipping agency or freight forwarder within two (2) business day or less following notification of the order.

4.06. Physical NFTs and Underlying Products

Notwithstanding anything to the contrary in this Agreement, in case of Physical NFTs and the Underlying Products and/or (ii) where there is an agreement between Seller and ClubRare;

(a) Seller, upon receipt of any order, shall electronically transmit to ClubRare the order information (e.g. Buyer full name, shipping address, and email) ("**Transaction Information**") that Seller determines ClubRare needs to fulfill each order, including without limitation, shipping Product(s) to Buyer or Subsequent Buyer. ClubRare will send an automated message to each Buyer confirming receipt of an order. Seller will provide ClubRare with Seller's customer service contact information which ClubRare may include in such confirmation email and/or on ClubRare Platform.

(b) ClubRare may be responsible for the fulfillment of the order, including without limitation, packaging, storage and shipping of Products, securing the services of and payment of any freight forwarder or customs broker service charges (as may be required for any particular shipment), import or export duties or taxes (as applicable), and customer service, only on the condition that (i) Seller must pay the relevant Fees to ClubRare for such services, (ii) Seller shall provide ClubRare with the sufficient amount of the Underlying Products in a timely manner to meet and fulfill the orders, and (iii) other responsibilities and liabilities remain with Seller.

(c) Seller shall deliver the Underlying Products in a timely manner to a warehouse, storage facility or other place designated by ClubRare to enable the shipment by ClubRare of the Products to Buyer or Subsequent Buyer, provided, however, that if Seller wishes to store in its own warehouse, storage or facility and deliver the Underlying Products directly to Buyer or Subsequent Buyer, then Seller shall (i) provide ClubRare in advance with the specific product number or any other identification number of the relevant Underlying Products and (ii) maintain the sufficient inventory of the relevant Underlying Products at all times. To ensure Seller's compliance with the

foregoing requirements, ClubRare may request Seller to remit, send or deposit certain amount of cryptocurrency to the escrow wallet as designated by ClubRare in its discretion and Seller shall accept such request.

(d) When the Right to Redeem is exercised by Buyer or Subsequent Buyer, ClubRare shall ship and deliver the Products to the address designated by Buyer or Subsequent Buyer through the delivery services by ClubRare or ClubRare's delivery service agents.

ARTICLE 5 – OTHER RESPONSIBILITIES (CANCELLATION, RETURNS AND REFUNDS)

5.01 Responsibilities

Seller is responsible for processing all Buyer/Subsequent Buyer cancellations, returns, refunds, and/or customer service price adjustments. Seller will provide ClubRare with its customer return, refund and price adjustment policies ("**Customer Service Policies**") for display on ClubRare Platform. Seller's Customer Service Policies for the Products sold through ClubRare Platform will be no less favorable to Buyers than Seller's most favorable policies offered on Seller's own platform or on other third-party marketplaces where such Products are offered for sale. Notwithstanding the foregoing, Seller initial response time to Buyer or Subsequent Buyer shall be within twenty-four (24) hours. If Seller does not provide such Customer Service Policies to ClubRare prior to the effective date of this Agreement, then Seller shall be deemed to have adopted ClubRare's standard customer service policies as may be adopted and/or revised from time to time. Seller shall notify ClubRare of any material changes to Seller's Customer Service Policies at least fourteen (14) days prior to Seller's implementation of such changes, provided, however, that any such changes shall not be effective with respect to orders until the revised Seller Customer Service Policy has been posted on ClubRare Platform.

5.02 Refunds

Seller will whenever possible provide refunds to Buyer or Subsequent Buyer via the method of payment used by Buyer or Subsequent Buyer for Products not received or sufficiently different from their Product description. ClubRare shall have no liability for refunds for the Products. Seller will be responsible for all forms of refund which shall be offered according to the Seller's own Customer Service Policy. If ClubRare is required by law or any other reason to make a refund to a Buyer or Subsequent Buyer for a Product returned to Seller, ClubRare in its sole discretion, will obtain a refund for such returned Products either via (i) offset of any amounts payable by ClubRare to Seller or (ii) by billing Seller for such amounts.

ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS

6.01 Grant of License

(a) Seller shall grant ClubRare and its affiliates a royalty-free, non-exclusive, worldwide, sublicensable, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, commercially or non-commercially exploit in any manner, incorporate and imbed into other works, and distribute Seller Content throughout ClubRare Platform and all affiliate properties. Seller must be notified of any modifications to the content.

(b) Seller hereby grants ClubRare, its affiliates and their marketing partners a non-exclusive, royalty-free, non-transferable license to publish, use, reproduce, distribute, transmit, and display Seller's name, trademarks, service marks and logos ("**Seller's Marks**") during the term of this Agreement in connection with, or for the promotion of, ClubRare marketplace services or for internal purposes. All such uses of the Seller's Marks will be subject to the brand guidelines which Seller provides to ClubRare.

6.02 Seller Information, Product information and Other Content

(a) Seller agrees and warrants that any and all Seller Information and the Seller Content: (i) will be truthful, accurate, and not misleading or otherwise deceptive; (ii) will not violate the intellectual property rights of any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (iii) will not violate any applicable law; (iv) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; and (v) will not create liability for ClubRare.

(b) Seller agrees that any and all Seller Information and Seller Content may be publicly displayed by ClubRare as ClubRare sees fit and at no charge to ClubRare, provided that ClubRare shall have no obligation to display the Seller Information or Seller Content. Seller will only provide the Seller Information and the Seller Content for the Products that fit into the categories or parameters approved by ClubRare.

(c) Seller may provide ClubRare with the Seller Information or Seller Content for the Products in additional categories or parameters only with the prior written consent of ClubRare (which may be given by email). ClubRare shall have no obligation to list, display, or otherwise offer on ClubRare Platform all Products for which Seller provides the Seller Information or Seller Content, and listing any such Products is in ClubRare's sole discretion.

6.03 Excluded Products

Seller hereby represents and warrants that Seller will not list, advertise, promote, offer, distribute, or sell Products and/or NFTs that: (a) are stolen, replicas, counterfeits or unauthorized copies; (b) violate the intellectual property rights of others such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (c) Seller do not have full right and authority to sell; (d) violate any laws, including those governing export control or consumer protection; or (f) contain any material that is obscene, pornographic or that contains child pornography.

6.04 Product Authenticity

(a) All Products and/or NFTs that bear a company's official brand or logo can be listed on ClubRare Platform as long as the Products and/or NFTs are sold by Seller who owns legal permission from such company. Seller will maintain adequate processes and procedures for conducting diligence to assure that the Products and/or NFTs are authentic, authorized for sale, and not stolen, counterfeited, replicas, unauthorized copies, illegal or misbranded. Upon ClubRare's request, Seller will promptly provide ClubRare with (i) certificates of authenticity (or similar documentation) for the Products and/or NFTs and (ii) a copy of license agreement, supply agreement or other equivalent documents showing that Seller is permitted to sell specific brands or the Products and/or NFTs on ClubRare Platform.

(b) If the Seller fails to provide the required documentation, Seller may be removed from ClubRare Platform, and may be subject to a range of other actions, including but not limited to suspension of their Seller marketplace account and removal of their Products and/or NFTs from ClubRare Platform.

6.05 Ownership and Use of Transaction Information

To the extent possible by applicable laws or otherwise, ClubRare shall own all Transaction Information. Seller may only use Transaction Information to further a transaction related to this Agreement, in accordance with the terms of this Agreement, ClubRare Terms of Service, ClubRare's Privacy Policy and all applicable law. Seller will not (i) disclose or convey any Transaction Information to any third party (except as necessary for Seller to perform its obligations under the Agreement); (ii) use any Transaction Information to conduct customer surveys or for any marketing or promotional purposes; (iii) contact a customer that has ordered a Product and/or NFT that has not yet been delivered with the intent to collect a payment in connection therewith or to influence such customer to make

an alternative or additional purchase; or (iv) target communications of any kind on the basis of the intended recipient being a customer.

ARTICLE 7 – REPRESENTATIONS AND WARRANTIES

7.01 Representation and Warranties of Seller

(a) Seller represents and warrants to ClubRare that Seller owns all legal rights, titles and interests in copyright and all other intellectual property rights to the Products and/or NFTs paired, coupled, related, linked to, or imbedding, reflecting, incorporating, representing or otherwise associated with such Products (including the creation or minting of NFTs), or Seller owns legal permission from the owner of the intellectual property to create, mint, drop, burn, distribute, supply, offer, advertise, promote or trade such Products and/or NFTs on ClubRare Platform.

(b) Seller represents and warrants that Seller has the right to grant the licenses granted herein, including with respect to the Seller Information, the Seller Content and the Seller Marks. Seller has all necessary and sufficient rights to sell and offer for sale the Products and/or NFTs, directly and through ClubRare Platform, without any conflict with or infringement of the rights of any third party, including any rights in intellectual property. To Seller's knowledge, the Products and/or NFTs are not counterfeit, stolen, replicas, or otherwise unauthorized copies of a third party's products.

(c) Seller is a citizen of the country where he/she was born or he/she has a current residence, dwelling or abode and Seller has full power and authority to execute this Agreement and to perform its obligations hereunder without any further ratification or approval. Seller has the right, power and authority to grant the rights and licenses hereunder free and clear of any claims, liens and encumbrances.

(d) Neither the execution of this Agreement, nor the consummation of the transaction contemplated hereby, will violate or conflict with any obligation, contract or license which could reasonably be expected to interfere with the consummation of the transaction contemplated hereby.

(e) The person(s) inputting all tax related information (including without limitation, tax designations, and country in which Seller has a tax remittance obligation) (collectively "**Tax Information**") into ClubRare Platform or otherwise providing such Tax Information to ClubRare has adequate tax knowledge and enough information about Seller to accurately and completely enter such Tax Information. All Tax Information shall be accurate and complete. Seller shall promptly update any Tax Information in ClubRare Platform as necessary to collect the correct amount of tax from Buyers.

7.02 Representation and Warranties of ClubRare

(a) ClubRare represents and warrants to Seller that ClubRare owns all legal rights, titles and interests in all intellectual property rights to the ClubRare Platform and/or ClubRare owns legal permission or license from Seller and/or the owner of the intellectual property to promote, advertise, offer, sell, distribute or otherwise trade the Products and create, mint, drop, burn, promote, advertise, offer, sell, distribute or otherwise trade NFTs for and on behalf of Seller on ClubRare Platform.

(b) ClubRare is a corporation duly organized, validly existing and in good standing under the laws of the state where Seller is incorporated, and ClubRare has full power and authority to execute this Agreement and to perform its obligations hereunder without any further ratification or approval. ClubRare has the right, power and authority to grant the rights and licenses hereunder free and clear of any claims, liens and encumbrances.

(c) Neither the execution of this Agreement, nor the consummation of the transaction contemplated hereby, will violate or conflict with any obligation, contract or license which could reasonably be expected to interfere with the consummation of the transaction contemplated hereby.

ARTICLE 8 - CONFIDENTIALITY

8.01 Confidentiality

(a) From time to time prior to the date of execution of this Agreement and during the term of this Agreement, each Party has disclosed or may disclose confidential and proprietary information to the other Parties. Each of the Parties receiving such information shall, during the term of this Agreement and for [three (3)] years thereafter:

(i) maintain the confidentiality of such information;

(ii) not disclose it to any person or entity, except to their officers, directors, employees, advisors, consultants or other representatives who need to know such information to perform their responsibilities; and

(iii) not utilize such information for any purpose other than the transactions contemplated herein.

(b) The provisions of paragraph (a) shall not apply to information that:

(i) can be shown to be known by the receiving Party by written records made prior to disclosure by the disclosing Party;

(ii) is or becomes public knowledge otherwise than through the receiving Party's breach of this Agreement;

(iii) was obtained by the receiving Party from a third party having no obligation of confidentiality with respect to such information;

(iv) is independently developed by either Party without a breach of this Agreement; or

(v) either Party is obliged to disclose by virtue of law or pursuant to a validly issued order of any governmental authority; provided that discussions are held between the Parties prior to the disclosure of the information;

(c) This Article 3 and the obligations and benefits hereunder shall survive for [three (3)] years after the expiration or termination of this Agreement.

ARTICLE 9 – DISCLAIMER AND WARRANTY

9.01 Disclaimer

ClubRare shall use such reasonable skill, care and judgment as can be expected under the circumstances in the performance of the Services under this Agreement. Provided that in the absence of fraud or gross negligence on the part of ClubRare, ClubRare shall in no way be responsible for any claims, costs and expenses incurred in connection with the performance of the Services by ClubRare under this Agreement. The provisions of this Article 9 shall apply equally in the event that such Services are provided by affiliated companies of ClubRare, ClubRare Partners, or by other companies duly retained by ClubRare.

9.02 Warranty

CLUBRARE PLATFORM AND ANY RELATED SERVICES, CONTENT, SOFTWARE, ARTWORK, DATA, AND INFORMATION ARE PROVIDED BY CLUBRARE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. CLUBRARE EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF DATA, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, OR NON-INFRINGEMENT. CLUBRARE DOES NOT WARRANT THAT CLUBRARE PLATFORM WILL BE ERROR-FREE, FREE OF VIRUSES OR THAT DEFECTS WILL BE CORRECTED.

9.03 Regulatory and other risks

Seller fully understands and acknowledge the following risks with respect to NFT, cryptocurrency and Blockchain technology, and shall not hold ClubRare liable for any of the following, including without limitation, the claim for damages, termination of this Agreement, and the return of paid Fees. In addition, Seller shall not neglect the performance of its obligations in this Agreement on the grounds of the following:

- (a) Risks related to the development and operation of ClubRare Platform and NFTs
 - (i) Due to technical problems or external environmental factors, such as laws and regulations of certain countries or states around the world, ClubRare may not be able to provide, service and operate ClubRare Platforms and its products and services.
 - (ii) ClubRare does not guarantee the value of any NFTs, which may not have economic value and may completely lose its value. ClubRare shall not be held liable for market price to be traded among Sellers, Buyer, Subsequent Buyer and any third parties after NFT is sold to a Buyer.
 - (iii) ClubRare produces NFTs as a type of digital contents containing digital information. Provided, however, the legal nature of NFTs, the legal relationship between the copyright holder and the NFT Holders, and that of the NFT and the Underlying Products are still unclear or undetermined, and thus the rights and obligations of the relevant parties are also unclear.
 - (iv) Laws governing the issuer of the NFTs and the issuance and sales thereof are still unclear, and thus there may be regulations by governments or financial authorities regarding the NFTs and this Agreement afterwards.
- (b) Risks related to Blockchain and Distributed Ledger Technology (DLT)
 - (i) Blockchain and DLT technology may evolve in the future towards the direction that enables mutual information exchange without a relay-chain, which may result in a severely negative impact on the value of this Agreement, ClubRare Platform, NFTs and other products and services.
 - (ii) NFTs may be compromised by infection with the virus or malicious code.
 - (iii) NFTs or the wallet in which the NFT is stored may be exposed to various external attacks, including mining attacks, which may impair its function or its value.
 - (iv) NFTs or NFT Holder may have its NFT stolen due to advances in decoding or hacking technology.
- (c) Risks related to laws and regulations

- (i) The enactment or amendment of relevant statutes or government policies may adversely affect the realization and operation of projects related to ClubRare Platform, NFTs and other products and services.
- (ii) The enactment or amendment of relevant statutes or government policies may result in the failure or dissolution of the projects related to ClubRare and its products and services.
- (iii) Seller fully understands and acknowledges that the current unpredictable development of technology, rapid changes in the international regulatory environment could result in significant changes to ClubRare Platform and NFT-related projects including this Agreement.

ARTICLE 10 - TERM AND EARLY TERMINATION

10.01 Term

This Agreement shall commence on the date of execution of this Agreement and be effective until [], 202[3], subject to a renewal or extension by agreement between the Parties.

10.02 Termination

Any Party shall have the right to terminate this Agreement under any of the following circumstances:

- (a) if the other Party has committed a material breach of this Agreement, and such breach is not cured within [thirty (30)] days of receipt of written notice of such material breach from the non-breaching party (in this case, only the non-breaching Party may terminate this Agreement);
- (b) if the other Party has become bankrupt or is the subject of proceedings for liquidation or dissolution, or ceases to carry on business or becomes unable to pay its debts as they become due (in this case, only the non-bankrupt Party may terminate this Agreement); or
- (c) if both Parties agree in writing to terminate this Agreement.

10.03 Termination by ClubRare

ClubRare shall have the right to terminate this Agreement at any time in its own discretion without liability to Seller.

10.04 Termination Notice

Termination as set forth in Articles 10.02 and 10.03 may be effected by the terminating Party with written notice specifying the reason for such termination and shall become effective upon receipt of such notice by the other Party.

10.05 Agreements

Termination of this Agreement shall not affect the performance of obligations of the Parties under any other agreement unless such agreement shall otherwise so provide.

ARTICLE 11 – INDEMNIFICATION

11.01 Indemnification obligation

Seller will defend, indemnify and hold harmless ClubRare and its affiliates and their respective employees, directors, agents and representatives (each an **"Indemnatee"**) from and against any and all damages (including, without limitation, past, future, direct, indirect, economic, noneconomic, consequential, special, exemplary, incidental, and punitive), sanctions, settlement payments, disbursements, judgments, liability, losses (including lost income or profit), costs or expenses of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorneys' fees and costs (**"Losses"**) arising out of or related to any and all foreseeable or unforeseeable and alleged or actual actions, causes of action (whether in tort, agreement or strict liability, and whether in law, equity, statutory or otherwise), claims, demands, lawsuits, legal proceedings, administrative or other proceedings or litigation (**"Claims"**) from a third party asserted against, imposed upon or incurred by an Indemnatee due to, arising out of or relating to: (a) any actual or alleged breach of Seller's representations, warranties, or obligations set forth in this Agreement, ClubRare Terms of Service, or ClubRare's Privacy Policy; (b) violation of any applicable laws; (c) Seller's own site or other sales channels, Seller's Products and/or NFTs (including the advertisement, offer, sale or return of any of Seller's Products and/or NFTs) and the Seller's Content; (d) any actual or alleged infringement of any intellectual property rights (including rights of publicity or right of privacy) by Seller's Products and/or NFTs or the Seller's Content; (e) personal injury, death or property damage arising from Seller's Products and/or NFTs; and (f) any and all income, sales, use, and other taxes, surcharges, fees, assessments or charges of any kind whatever, together with any interest, penalties and other additions with respect thereto, imposed by any federal, state, local or foreign government in any way related to the sale of the Products and/or NFTs on ClubRare Platform, excluding, any taxes related to ClubRare's net income. The term **"taxes"** includes any class action or qui tam legal claims grounded in an allegation or allegations that ClubRare bears some civil or criminal liability for over- or under-collection of any tax or fee on sales of the Products or NFTs offered by Seller.

11.02 Procedure for indemnification

Upon receipt of notice, from whatever source, of Claims against an Indemnatee for which Seller is obligated to indemnify such Indemnatee, Seller shall immediately take necessary and appropriate action to protect such Indemnatee's interests with regard to the Claims. ClubRare shall notify Seller of the assertion, filing or service of any Claims of which ClubRare has knowledge, as soon as is reasonably practicable.

11.03 Settlement

Seller, in the defense of any Claim, shall not, except with the prior written consent of ClubRare, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the release of ClubRare and any other applicable Indemnatee from all liability and blame with respect to the Claim. ClubRare shall have the right at all times to accept or reject any offer to settle any Claim against it.

ARTICLE 12 – LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLUBRARE OR ITS AFFILIATES OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF USE OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF CLUBRARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE TOTAL LIABILITY OF CLUBRARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE ACTUAL VALUE OF ANY FEES ACTUALLY RECEIVED BY CLUBRARE IN

CONNECTION WITH SELLER'S SALES THROUGH CLUBRARE PLAFOM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY.

ARTICLE 13 - FORCE MAJEURE

13.01 Force Majeure

(a) **"Force Majeure"** shall mean any event which is beyond the control of the Parties to this Agreement, and which is unforeseen, or if foreseen, unavoidable, and which prevents total or partial performance by a Party. Such events shall include but are not limited to any strikes, lockouts, explosions, shipwrecks, acts of nature or the public enemy, fires, flood, sabotage, accidents, wars, riots, interference by military authorities, insurrections, epidemics or pandemics, promulgation of laws and regulations which adversely effect or prevent a Parties performance of this Agreement, and any other similar or different contingency.

(b) If an event of Force Majeure occurs, to the extent that the contractual obligations of the Parties to this Agreement (except the obligations under Article 2 of this Agreement) cannot be performed as a result of such event, such contractual obligations shall be suspended during the period of delay caused by the Force Majeure and shall be automatically extended, without penalty, for a period equal to such suspension.

(c) The Party claiming Force Majeure shall promptly inform the other Party in writing of the occurrence and duration of such Force Majeure. The Party claiming Force Majeure shall also use all reasonable endeavours to terminate the Force Majeure.

(d) In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure.

ARTICLE 14 - APPLICABLE LAW

14.01 Applicable Law

The formation, validity, interpretation and implementation of this Agreement shall be interpreted in accordance with and governed by the laws of the [State of Wyoming, United Sates of America] without regard to the conflict of law principles thereof.

ARTICLE 15 - SETTLEMENT OF DISPUTES

15.01 Dispute Resolution

Any dispute regarding the subject matter of this Agreement that cannot be resolved by amicable negotiation shall be referred to and finally resolved by arbitration administered by the [Singapore International Arbitration Centre (SIAC)] under the [Arbitration Rules of SIAC] in force when the Notice of Arbitration is submitted. The seat of arbitration shall be [Singapore]. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

15.02 Continuing Obligations

When any dispute occurs and when any dispute is under litigation, except for the matters under dispute the Parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under this Agreement.

ARTICLE 16 - MISCELLANEOUS

16.01 Waiver

Failure or delay on the part of either Party hereto to exercise any right, power or privilege under this Agreement, or under any other contract or agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof.

16.02 Amendments

This Agreement may not be changed orally, but only by a written instrument signed by the Parties.

16.03 Languages

This Agreement is executed in the English language only. In the event of any discrepancy between the English and any other version of this Agreement, the English version shall be controlling in all respects.

16.04 Severability

The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

16.05 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all prior discussions, negotiations and agreements among them.

16.06 Headings

The headings used herein are for convenience only and shall not be used to interpret, construe or otherwise affect the meaning of the provisions of this Agreement.

16.07 No Agency

Seller will in all matters to this Agreement act as an independent contractor. Seller will have no authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of ClubRare, or to represent ClubRare as agent, employee or in any other capacity. Neither execution nor performance of this Agreement shall be construed to have established any agency, joint venture or partnership between the Parties.

16.08 Notices

All notices or communication permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, telegram, telex, telecopier, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, seven (7) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the signatory of this Agreement at the address provided or known to the Parties.

16.09 Interpretation

Words denoting the singular shall, where applicable, include the plural and vice versa. Reference to the masculine gender shall, where applicable, include the feminine gender and the neutral gender and vice versa.

16.10 Successors And Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns. Except as expressly set forth in this Agreement, this Agreement shall not be assignable without the prior written consent of the other Party hereto. Notwithstanding the foregoing, ClubRare may assign or delegate any of its rights or duties hereunder to any parent, subsidiary or affiliate of ClubRare by providing a prior notice to Seller.