LISTING, CUSTODY, AND INDEMNIFICATION AGREEMENT

Effective Date:

This Listing, Custody, and Indemnification Agreement ("Agreement") is entered into by and between:

- **CoArt Marketplace ("Marketplace")**, a platform operator; UAB "CoArt", 305222036, LT-01114 Perkūnkiemio g. 13-9, Vilnius, Lietuvos Respublika
- **Token Issuer ("Token Issuer")**, a special purpose entity issuing partitioned economic rights: NORTON HOLDINGS GLOBAL LTD, a company duly incorporated under the law of the British Virgin Islands with Reg. No.: 1648572325, having its registered address at P.O. Box 4342, Road Town, Tortola, British Virgin Islands;
and
- **Owner ("Owner")**
the legal and beneficial owner of the Item identified in Exhibit C

Each a "**Party**," and together the "**Parties**"

1. Purpose and Legal Nature

The Owner hereby irrevocably appoints and authorizes the Token Issuer, a special purpose entity incorporated in the British Virgin Islands, to structure, create, and issue a Fractional Crypto Certificate ("FCC") representing fractionalized economic rights in and to the artwork identified in Exhibit C-1 (the "Item").

The FCC shall be created, recorded, and made available for sale on the Marketplace in accordance with the terms of this Agreement. The Token Issuer shall be entitled to take all actions reasonably required for the creation, technical issuance, and distribution of the FCC and the associated Tokens, and the Owner expressly consents to such actions. The Parties acknowledge that the purpose of this Agreement is to enable the tokenization of the Item and the offering of fractional economic rights to third-party purchasers.

2. Definitions

- **Custodian** – Vault, warehouse or storage provider designated by Token Issuer.
- **Tokens / Fractional Interests** – Economic rights issued by Token Issuer.
- **Tokenization Commencement Date** – Date Token Issuer begins offering Tokens for sale.
- **Effective Release Date** – Date no earlier than N months, which N will be defined between the Token Issuer and the Owner in writing not later than 10th calendar days of the Effective date of this Agreement, after Tokenization Commencement Date when release provisions may be evaluated.
- **51% Notification Point** – Date when Marketplace informs Owner in writing that 51% of Tokens have been sold.

3. Marketplace Role; No Guarantee

3.1 No Guarantee of Sale or Performance

Marketplace does **not guarantee**:

- Buyer onboarding or participation
- Sale volume or liquidity
- Redemption timelines or market value

3.2 No Fiduciary Relationship

Marketplace provides only technical and administrative services; it is not a fiduciary, broker, dealer, or adviser.

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4. Owner Representations and Covenants

Owner represents, warrants, and covenants:
 (a) Owner is the sole legal and beneficial owner of the Item;
 (b) The Item is free from liens except as disclosed;
 (c) Owner will deliver the Item into custody;
 (d) Owner will execute all Custodian documentation;
 (e) Owner will execute the Formal Storage Instrument when presented;
 (f) All information provided is true, complete, and accurate.

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5. Owner Obligations

5.1 Future Storage Obligation

The Owner shall execute the Formal Storage Instrument as required by Token Issuer and Custodian. Failure constitutes a breach.

5.2 Custody Delivery Obligation

The Owner shall deliver the Item to the Custodian per Exhibit A.

5.3 Authorization to Token Issuer (Immediate)

Owner hereby authorizes Token Issuer to issue Tokens immediately upon listing and undertakes that:

- Token Issuer relies on the Owner to place the Item into custody and execute the Storage Instrument as soon as reasonably possible.
- The Owner shall execute all necessary Custodian documentation and the Formal Storage Instrument **no later than the 51% Notification Point**, as notified in writing by Marketplace.
- Authorization and obligations are binding; Token Issuer may rely on them for issuance and distribution of Tokens.

5.4 Cooperation

The Owner shall cooperate with verification, transportation, inspection, and custody procedures.

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6. Liquidated Damages (Payable to Token Issuer Only)

6.1 Triggering Events

Liquidated damages are due to Token Issuer if Owner:

- Fails to deliver Item to Custodian;
- Fails or refuses to sign Formal Storage Instrument;
- Withdraws, sells, encumbers, disposes of Item, or assigns contractual rights without consent;
- Transfers or changes control of the Item or contractual rights outside this Agreement;
- Provides materially false information;
- Obstructs custody, Storage Instrument, or token issuance;
- Fails to transfer title upon enforcement.

6.2 Amount of Liquidated Damages
Upon the occurrence of any Liquidated Damages Trigger Event, the Owner shall pay to the Token Issuer, for the collective benefit of the Token Issuer, the Marketplace, and all Token Holders, **liquidated damages in an amount equal to:**

(a) **The amount of Item's Listing Value pro rata to the fractions sold**, plus:

- all enforcement, recovery, storage, legal, administrative, and custodial costs, plus
- all amounts required to restore Token Holders and the Token Issuer to the full economic position they would have been in had no breach occurred, including without limitation loss of expected proceeds, impairment of token value, reputational harm to the Token Issuer, and out-of-pocket remediation costs.

6.2.1 Reasonableness of Liquidated Amount

The Parties acknowledge and expressly agree that:

1. **The precise amount of damages likely to result from any breach by the Owner would be difficult or impossible to ascertain at the time of entering this Agreement**, due to the unique, non-fungible nature of the Item, the reliance of Token Holders on the Owner's performance, and the complex operational processes required for fractionalization.

2. **The liquidated amount set forth herein constitutes a reasonable and good-faith pre-estimate of the anticipated harm** to the Token Issuer, the Marketplace, and Token Holders that would result from Owner's breach, including:
   - loss of investor confidence,
   - impairment of fractionalized rights,
   - disruption of offering processes,
   - reputational damage,
   - administrative and operational failures caused by Owner's non-performance,

○　cost of making Token Holders economically whole.

3. This liquidated sum **is not intended as a penalty**, but rather as a **fair and proportionate estimate** of compensation and restitution required in light of:
    ○ the difficulty of measuring the value of fractional interests,
    ○ the uncertainty of market conditions,
    ○ the reliance of Token Holders and Marketplace on Owner's truthful disclosures, cooperation, and performance.

6.2.2 Compensation for Token Holders

The Parties further agree that:

1. The liquidated damages will be used, in whole or in part, **to compensate Token Holders and to restore them to the economic position they would have enjoyed had the breach not occurred**; and
2. Marketplace and the Token Issuer are expressly authorized to apply such funds for the benefit of Token Holders, including distributions, reimbursement, price stabilization, repurchases, or replacement value compensation.

6.2.3 Non-Exclusivity

Payment of liquidated damages does not limit or restrict:

● the Token Issuer's rights under the Pledge,
● Marketplace's rights to enforce security interests,
● any additional indemnities owed by Owner, or
● any claims for damages not covered by this calculation.

6.3 Characterization

These damages represent a reasonable pre-estimate of loss and are not a penalty.

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7. Indemnification

7.1 Token Issuer Indemnification

Owner shall indemnify and hold harmless Token Issuer, affiliates, service providers, officers, and Token holders from claims arising from:

● Breach of this Agreement;
● Defective or disputed ownership;
● Failure to deliver or safeguard Item;
● Failure to execute Formal Storage Instrument;
● Misrepresentation;
● Third-party claims.

7.2 Marketplace Indemnification

Owner shall indemnify Marketplace only for claims arising from Owner's breach, omissions, or misrepresentations affecting Marketplace operations.

7.3 Survival

Indemnities survive termination.

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8. Release of Item from Custody

8.1 Primary Release Trigger

The Item may be released to Owner only if less than N%, which N shall be defined between the Token issuer and the Owner, of total Tokens are sold by the Effective Release Date.

8.2 Owner Compensation Before Release

Before release:

- Owner shall pay Token Issuer amounts due to Token holders;
- Token Issuer shall distribute proceeds to Token holders;
- Only after full compensation and distribution shall Item be returned.

8.3 Other Release Events

- Full redemption by Token holders per Token Issuer procedures;
- Enforcement sale or transfer by Token Issuer;
- Written joint authorization by Marketplace and Token Issuer.

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9. Enforcement Triggers for Contractual Rights

Owner acknowledges that Token Issuer may enforce the contractual rights immediately upon:

- Unauthorized sale, encumbrance, or assignment of contractual rights;
- Change of control of the Item or contractual rights;
- Failure to deliver Item to Custodian;
- Failure to maintain insurance or proper custody;
- Breach of cooperation obligations;
  Bankruptcy or insolvency of the Owner.

Marketplace has no enforcement role.

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10. Force Majeure

- Includes natural disasters, pandemics, war, government acts, industrial action, utility failures, cyberattacks, transportation disruptions, or Custodian failure not caused by Owner.
- Performance is excused only during the event; does **not** excuse indemnification or liquidated damages.

11. Miscellaneous

- Limitation of Liability: Token Issuer and Marketplace not liable for indirect or special damages.
- Severability, No Waiver, Assignment (Owner cannot assign without consent; Token Issuer/Marketplace may assign).
- Notices: to addresses in Exhibit C.
- Governing Law: England and Wales.
- Arbitration: LCIA Rules, London seat, English language, single arbitrator.
- Entire Agreement: includes Exhibits A–C.

SIGNATURES

Owner:

CoArt Marketplace:
CEO of CoArt UAB Dmitrii Slabodchikov

Token Issuer: Pavel Soboliovas,
for and on behalf of NORTON HOLDINGS GLOBAL LTD

EXHIBIT A – Custody & Future Storage Terms

- Owner delivers Item to Custodian as soon as reasonably possible and no later than 51% Notification Point.
- Custodian issues receipt confirming custody.
- Owner signs all onboarding forms and executes Formal Storage Instrument when presented.
- Release governed by Section 8.

EXHIBIT B – Owner Authorization to Token Issuer

- The Owner authorizes the Token Issuer to issue Tokens immediately upon listing.
- Owner acknowledges Token Issuer relies on timely custody and storage of Item, no later than 51% Notification Point.
- The Owner shall cooperate with all actions required for token issuance, custody, and storage reasonably and in accordance with Agreement.

EXHIBIT C – Disclosure Schedules

- **C-1 Item Description:**

- **C-2 Provenance Documentation:**