

NON-FUNGIBLE TOKEN (NFT) PURCHASE AND SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

NFT Description:

Token Name / Title: _____

Blockchain Network: _____

Token ID / Serial Number: _____

Metadata URI / Link: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the Non-Fungible Token (NFT) described above, together with all appurtenances, rights, licenses, and digital assets associated therewith (collectively, the “NFT”), on the terms set forth herein. Seller represents that Seller has full right, title, and authority to convey the NFT and that no third party consent is required other than as expressly stated in this Agreement.

Clause 2 – Condition of the NFT

The NFT is sold AS-IS, WHERE-IS, including all inherent characteristics of blockchain immutability, metadata, and off-chain references. Buyer acknowledges that the value and utility of the NFT may be subject to external factors including, but not limited to, platform support, interoperability, and market conditions.

Clause 3 – Representations and Warranties of Seller

Seller represents and warrants that: (a) Seller is the sole legal and beneficial owner of the NFT with good and marketable title; (b) the NFT is free and clear of all liens, claims, encumbrances, and third-party rights; (c) Seller has the authority to transfer the NFT and that the transfer will not violate any applicable law or agreement; (d) metadata and linked digital content have not been materially altered or corrupted; and (e) no undisclosed agreements or rights exist that would impair Buyer’s ownership.

Clause 4 – Transfer of NFT

Upon full payment of the Purchase Price and fulfillment of all conditions herein, Seller shall initiate the transfer of the NFT to Buyer's designated wallet address. The risk of loss or failure of transfer remains with Seller until the blockchain transaction confirming ownership transfer is finalized.

Clause 5 – Payment

Buyer shall pay the Purchase Price in United States Dollars (USD) via the agreed payment method. Payment shall be made in immediately available funds prior to initiation of the NFT transfer. Failure to pay timely shall constitute a breach of this Agreement.

Clause 6 – Taxes and Fees

Buyer is responsible for all applicable sales, use, transaction, and other taxes, fees, or charges associated with the purchase and ownership of the NFT, including any blockchain network fees (e.g., gas fees) required to effectuate the transfer.

Clause 7 – Intellectual Property Rights

Seller grants no rights or licenses in any intellectual property associated with the NFT, except the limited rights expressly conveyed by the NFT as specified in the metadata or linked documentation. Buyer acknowledges that ownership of the NFT does not necessarily confer ownership of underlying content or intellectual property.

Clause 8 – No Guarantees on Market Value

Seller makes no representation or warranty regarding the market value, liquidity, or future price of the NFT. Buyer accepts all risks related to the speculative nature of NFT assets.

Clause 9 – Indemnification

Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses arising from any breach of this Agreement or violation of applicable law.

Clause 10 – Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable to the other for any consequential, incidental, special, punitive, or exemplary damages arising from or related to this Agreement or the NFT transaction.

Clause 11 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law provisions. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Clause 12 – Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association, held in _____, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the NFT transaction and supersedes all prior or contemporaneous understandings, whether written or oral.

Clause 14 – Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

Clause 15 – Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

Clause 17 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed given when delivered personally, by certified mail, nationally recognized overnight courier, or email with confirmation of receipt.

Clause 18 – No Waiver

No failure or delay by either party in exercising any right or remedy shall operate as a waiver thereof.

Clause 19 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, or governmental action.

Clause 20 – Signatures; Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall be deemed valid and binding.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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