

NFT SMART CONTRACT

Parties: _____

Seller (Creator) Information:

Full Name / Entity: _____

Government ID / Business Registration No.: _____

Contact Address: _____

Email / Phone: _____

Buyer Information:

Full Name / Entity: _____

Government ID / Business Registration No.: _____

Contact Address: _____

Email / Phone: _____

NFT Description:

NFT Name / Title: _____

Token Standard (e.g., ERC-721, ERC-1155): _____

Smart Contract Address: _____

Token ID(s): _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell and Buyer agrees to purchase the Non-Fungible Token(s) (NFTs) described above pursuant to the terms and conditions set forth in this Agreement. Seller represents that Seller has the full legal right and authority to transfer the NFT(s).

Clause 2 – NFT Authenticity and Ownership

Seller warrants that the NFT(s) offered is/are authentic, unique digital assets created or lawfully owned by Seller, free and clear of any liens, claims, or encumbrances. Seller confirms the NFT metadata and content comply with applicable platform standards and intellectual property laws.

Clause 3 – Transfer of Ownership

Upon execution of this Agreement and receipt of full purchase price, Seller shall transfer the NFT(s) to Buyer via the blockchain network and smart contract address specified herein. Buyer acknowledges that transfer is subject to blockchain transaction confirmations.

Clause 4 – Purchase Price and Payment

Buyer shall pay the agreed Purchase Price in United States Dollars (USD) or cryptocurrency as mutually agreed. Payment must be made prior to transfer of the NFT(s). Seller is not obligated to transfer ownership until full payment is

received.

Clause 5 – Delivery and Acceptance

Delivery of the NFT(s) occurs upon successful transfer to Buyer's wallet address. Buyer acknowledges responsibility for maintaining secure control of their wallet and private keys. Buyer accepts the NFT(s) 'AS IS' without warranties beyond those expressly stated herein.

Clause 6 – Intellectual Property Rights

Transfer of the NFT(s) does not transfer any underlying copyright or other intellectual property rights unless explicitly stated. Buyer obtains only the ownership of the unique token and associated metadata as defined by the NFT standard.

Clause 7 – Representations and Warranties

Seller represents and warrants that: (a) Seller is the lawful owner and has the authority to sell the NFT(s); (b) the NFT(s) is/are free from any liens, claims, or encumbrances; (c) no third-party rights are infringed by this sale.

Clause 8 – Taxes and Fees

Buyer is responsible for all applicable taxes, fees, and costs arising from the purchase, transfer, and ownership of the NFT(s), including but not limited to sales tax, use tax, transaction fees, and blockchain gas fees.

Clause 9 – Risk of Loss

Risk of loss or damage to the NFT(s) transfers to Buyer upon blockchain confirmation of the transfer transaction. Seller bears all risks until such transfer is successful.

Clause 10 – Compliance with Law

Both parties agree to comply with all applicable federal, state, and local laws, including anti-money laundering (AML), know-your-customer (KYC), securities regulations, and intellectual property laws.

Clause 11 – Confidentiality

The parties agree to keep the terms and conditions of this Agreement confidential, except as required by law or to enforce rights under this Agreement.

Clause 12 – Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages.

Clause 13 – Indemnification

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

Clause 14 – Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association in a venue mutually agreed by the parties.

Clause 15 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, United States of America, without regard to conflict of law principles.

Clause 16 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior or contemporaneous understandings, agreements, or communications.

Clause 17 – Amendments

Any amendment or modification of this Agreement must be in writing and signed by both parties.

Clause 18 – Severability

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

Clause 19 – No Waiver

Failure or delay by either party to enforce any right or provision shall not constitute a waiver thereof.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Clause 21 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by certified mail, nationally recognized overnight courier, or by electronic means confirming transmission.

Clause 22 – Assignment

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

Clause 23 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including acts of God, war, terrorism, or governmental actions.

Clause 24 – Relationship of Parties

The parties are independent contractors and nothing in this Agreement shall create any partnership, joint venture, agency, or employment relationship.

Clause 25 – Execution and Authority

Each party represents that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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