

# Token Purchase Agreement (TPA)

Effective Date:

## 1. Parties

**Seller:**

**Issuer:** 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.

**Buyer:**

## 2. Item and Fractionalization

This Agreement relates to the fractionalized blue-chip item

listed on the CoArt Marketplace pursuant to the **Listing, Custody, and Indemnification Agreement** dated \_\_\_\_\_, entered into by and among the Seller

the Token Issuer responsible for issuing the FCC for the item, consisting of fractions representing tokenized digital instruments that embody economic rights to a pro rata share of proceeds from any subsequent full sale of the item, if and when such sale occurs, and the Marketplace acting solely as an intermediary platform providing the Seller and Purchasers with the technical means to conduct purchase and sale transactions.

Buyer acquires digital claim rights to fractions of the item according to **Schedules A–C** below. No physical ownership, possession, or voting rights in the underlying item are conveyed.

## 3. Purchase of Tokens

**Number of Tokens (Fractions) Purchased**

**Price per Token (Fraction)**

By purchasing tokens, Buyer agrees to participate in proceeds as defined in Schedule B, subject to Marketplace rules, secondary market transferability, and applicable law.

## 4. Effective Date and Closing

The **Closing Date** shall occur when at least 95% of the total tokens for the item have been sold and issued. On the Closing Date:

- All digital claim rights under this TPA are fully effective.
- The Issuer will recognize Buyer's proportionate share of proceeds from future resale, licensing, or other revenue streams.
- The Marketplace remains a neutral technical conduit and does not hold possession of the underlying item.

## 5. Proceeds Participation Rights

- Distribution occurs according to the payment terms outlined by the Issuer in Schedule B.
- Buyer may transfer or assign tokens on the secondary market, subject to Marketplace rules.
- Buyer acknowledges that proceeds are contingent on actual resale, licensing, or other monetization events.

## 6. Marketplace Neutrality

- CoArt Marketplace acts solely as a technical interface and conduit.
- It does not act as custodian of the physical item.
- It does not guarantee valuation, proceeds, or legal ownership.
- All expert opinions provided in Schedule C are advisory; CoArt Marketplace remains impartial.

## 7. Representations & Warranties

- Buyer is at least 18 years old and has authority to enter this Agreement.
- Buyer will comply with all applicable laws.
- Buyer understands that purchase constitutes only digital claim rights, not physical ownership.

## 8. Limitation of Liability

To the maximum extent permitted by law, neither the Marketplace nor the Issuer shall be liable for any indirect, incidental, or consequential damages arising from this Agreement, token purchase, or participation in proceeds.

## 9. Dispute Resolution

All disputes shall be resolved by binding arbitration administered by Vilnius Court of Commercial Arbitration (VCCA) in English, seat in Vilnius, Lithuania. No class actions or collective proceedings are permitted.

## 10. Schedules

### Schedule A — Item Description

Details of the item, dimensions, media, and any relevant characteristics.

### Schedule B — Proceeds Participation

Defines how digital claim rights entitle Buyer to a proportional share of proceeds from resale, licensing, or other monetization. Includes timing, calculations, and distribution rules.

### Schedule C — Expert Opinions & Marketplace Notices

Expert assessments regarding the authenticity and potential value of the item. Marketplace remains impartial; these opinions are advisory and non-binding.

## 11. Signature

Seller:

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



Buyer:

By signing, parties acknowledge that they have read, understood, and accepted all terms in this Agreement and referenced Schedules A–C.