

NFT SALE AGREEMENT

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This NFT Sale Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SELLER LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [SELLER ADDRESS]) (the "**Seller**" or "**Creator**"); and

[BUYER LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [BUYER ADDRESS]) (the "**Buyer**").

Seller and Buyer are each a "**Party**" and together the "**Parties**."

Recitals. Seller owns or controls a non-fungible token and the associated digital asset described below, and Buyer wishes to purchase that token and the limited rights that accompany it. The Parties understand that a transfer of a non-fungible token on a blockchain does not by itself transfer copyright or other underlying intellectual property unless expressly stated. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 NFT. The "**NFT**" means the non-fungible token identified by token standard [e.g. ERC-721], contract address [CONTRACT ADDRESS], and token ID [TOKEN ID], recorded on the [BLOCKCHAIN, e.g. Ethereum] blockchain.

1.2 Associated Asset. The "**Associated Asset**" means the digital work linked to or referenced by the NFT, described as [DESCRIPTION OF ARTWORK / MEDIA] and located at [METADATA / STORAGE URI, e.g. IPFS hash].

1.3 Wallet. A "**Wallet**" means a blockchain address controlled by a Party. Seller's Wallet is [SELLER WALLET ADDRESS] and Buyer's Wallet is [BUYER WALLET ADDRESS].

1.4 Marketplace. The "**Marketplace**" means [PLATFORM NAME, IF ANY], through which the sale is conducted, or "direct transfer" if the Parties transfer the NFT wallet-to-wallet.

2. Sale and Transfer of the NFT

2.1 Sale. Seller agrees to sell, and Buyer agrees to purchase, the NFT on the terms of this Agreement.

2.2 Transfer mechanics. Seller will transfer the NFT from Seller's Wallet to Buyer's Wallet on the blockchain promptly after Seller's receipt of the full Purchase Price and confirmation of the underlying transaction. Title to the NFT passes on the on-chain transfer being confirmed.

2.3 Gas and network fees. Unless stated otherwise here, **[BUYER / SELLER]** is responsible for blockchain network ("gas") fees for the transfer. Each Party bears its own Marketplace fees except as the Marketplace's own terms require.

2.4 Irreversibility. The Parties acknowledge that blockchain transactions are generally irreversible. Once the NFT is transferred to the correct Wallet, the transfer cannot be undone except by a further voluntary transfer.

3. Purchase Price and Payment

3.1 Purchase Price. The purchase price is **[AMOUNT and CURRENCY, e.g. 1.5 ETH or US\$X]** (the "Purchase Price").

3.2 Form of payment. Buyer will pay the Purchase Price in **[CRYPTOCURRENCY / FIAT]** to **[SELLER WALLET / ACCOUNT]**. If paid in cryptocurrency, the amount is fixed in units of that cryptocurrency and price volatility is borne by the Parties as agreed.

3.3 Payment timing. Payment is due **[ON SIGNING / BEFORE TRANSFER / ON THE MARKETPLACE'S SETTLEMENT]**. Seller is not obligated to transfer the NFT until payment has cleared and is confirmed on-chain or in the relevant account.

3.4 Taxes. Each Party is responsible for its own taxes arising from the sale. The Parties acknowledge that the tax treatment of digital assets varies by jurisdiction and that each should consult its own tax advisor.

4. Intellectual Property and License

4.1 No transfer of copyright by default. Except as expressly granted in this Section, the sale of the NFT does not transfer copyright or any other intellectual property right in the Associated Asset. Seller (or the underlying rights holder) retains all such rights.

4.2 License granted to Buyer. Seller grants Buyer a **[non-exclusive / exclusive]**, worldwide, **[perpetual / term-limited]** license to display the Associated Asset for Buyer's personal, non-commercial use and to display ownership of the NFT, subject to the limits in Section 4.4.

4.3 Optional commercial rights. **[OPTIONAL: If the Parties intend commercial rights, describe them precisely here — e.g. the scope, products, territory, and any royalty. Do not assume commercial rights transfer with the token.]**

4.4 Restrictions. Buyer will not use the Associated Asset in connection with unlawful content, hate speech, or activity that infringes a third party's rights, and will not represent that Buyer created the Associated Asset.

4.5 Resale royalty. **[OPTIONAL: If a creator resale royalty applies, state the percentage and the mechanism. Note that on-chain royalty enforcement depends on the Marketplace and is not guaranteed.]**

5. Representations and Warranties

5.1 By Seller. Seller represents that: (a) Seller owns or controls the NFT and has the right to sell it; (b) to Seller's knowledge, the Associated Asset does not infringe a third party's rights; and (c) Seller has not previously sold or transferred the NFT to another party.

5.2 By Buyer. Buyer represents that: (a) Buyer has the legal capacity and authority to enter into this Agreement; (b) Buyer controls Buyer's Wallet; and (c) Buyer is acquiring the NFT for its own account and understands its nature and risks.

5.3 No investment advice. Seller makes no representation about the future value of the NFT. Buyer acknowledges that the NFT is not offered as a security or an investment and that its value may fluctuate or fall to zero.

6. Disclaimers and Assumption of Risk

6.1 As-is. Except for the express representations in Section 5, the NFT and Associated Asset are provided "as is" and "as available," without further warranty of any kind to the extent permitted by applicable law.

6.2 Technology risk. Buyer assumes the risks inherent in blockchain technology, including smart-contract vulnerabilities, network congestion, forks, loss of private keys, and the possible failure or unavailability of third-party storage of the Associated Asset.

6.3 Regulatory risk. The Parties acknowledge that laws governing digital assets are evolving and that future regulation could affect the NFT or its use.

7. Limitation of Liability

7.1 Exclusion of indirect damages. Except for a Party's indemnification obligations or its fraud, gross negligence, or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages.

7.2 Cap. Except for the excluded matters above, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the Purchase Price.

8. Indemnification

8.1 By Seller. Seller will defend and indemnify Buyer against third-party claims that the Associated Asset, as delivered by Seller, infringes that party's intellectual property rights, subject to Section 7.

8.2 By Buyer. Buyer will defend and indemnify Seller against third-party claims arising from Buyer's use of the NFT or Associated Asset in violation of Section 4.

8.3 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

9.2 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion within [NUMBER] days of written notice. [OPTIONAL: arbitration clause — discuss with counsel.]

9.3 Assignment. Buyer may resell or transfer the NFT subject to any surviving license terms and resale royalty in Section 4. This Agreement otherwise may not be assigned without the other Party's prior written consent.

9.4 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.5 Severability; waiver. If any provision is unenforceable, the rest remains in effect, and a Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER / CREATOR

BUYER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE or N/A]**

Title: **[TITLE or N/A]**

Wallet address: **[SELLER WALLET]**

Wallet address: **[BUYER WALLET]**

Date: _____

Date: _____

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