Proposed transaction framework

This is a non-binding discussion framework for acquisition of the Pimp Fashion collection and associated Marquise Museum assets. It records proposed transaction mechanics so that buyer and seller can identify the scope before preparing a definitive agreement. It does not transfer assets, create exclusivity, appoint an agent or accept a purchase offer.

Term	Discussion basis
Seller	The owner acting under the artist/project identity Marquise De La Fressange. Legal contracting name and capacity to be recorded in the final agreement.
Buyer	Identified collector or acquiring entity; legal identity and authorised signatory to be recorded.
Structure	Asset acquisition. No shares in an unspecified company or foundation are offered.
Core scope	Assets A01-A12, with physical objects included only as inventoried. Optional assets A13-A14 require express inclusion.
Price	On request and subject to agreed scope. No reserve, minimum or binding price is established by this framework.
Currency and costs	USD as discussion reference. Settlement currency, conversion convention, taxes, network fees, shipping and other costs to be allocated expressly.
Diligence period	Mutually agreed after the buyer receives the scoped inventory; no fixed deadline or obligation arises here.
Exclusivity	None under this document. Any later exclusivity requires a separately agreed scope and duration.

Scope before price allocation

The final schedule should specify the works, copies, token positions, files, websites and rights included. The parties should allocate consideration without counting the same economic interest twice through both the artwork and a token described as representing it. Historical issue quantities are not a substitute for closing balances.

The owner-control assumption is accepted for preparation. Before execution, the seller provides the agreed evidence of wallet, domain and file control and the chain of economic rights for the scheduled works. This is normal completion of the asset schedule, not a redefinition of the owner's instruction.

Delivery and rights allocation

Art and publication files

Delivery comprises agreed native files, final renders, publication files and a manifest giving filename, byte size and SHA-256 digest. Each work is mapped to its publication and token records where established. The seller identifies enhancement versions, third-party dependencies, edition commitments and any surviving physical inventory. Physical delivery uses a separate condition, location and shipment schedule.

Tokens and NFT positions

The parties approve a chain-specific schedule of asset identifiers, sending addresses, buyer receiving addresses, exact quantities and reference blocks/timestamps. Transfers proceed only through compatible routes. A mutually agreed control proof or small test transfer may precede the full delivery. Private keys and seed phrases are not included in collector materials or transferred as a substitute for ordinary token delivery.

Where a contract or chain supports transferable administration, the parties name the exact permissions involved. Control of a token balance does not imply that an immutable contract can be rewritten or that historical issuer authority is transferable. The final acceptance record distinguishes asset balances from administrative functions.

Economic rights and attribution

The definitive agreement expressly identifies economic copyrights, reproduction, publication, licensing and website rights. It records pre-existing licences, contributor agreements and any retained rights. Authorship remains credited to Marquise De La Fressange; treatment of personal or moral rights follows the agreed terms and applicable law. A transfer of tokens alone is not used as shorthand for a copyright assignment.

Websites and domains

The seller delivers the agreed project source, media and deployment documentation, using provider-supported project and domain transfer procedures. The buyer receives control of the scheduled project assets rather than unrelated personal accounts. Project credentials are rotated at handover. Public archive links may remain accessible, but their continued operation by third parties is not guaranteed.

Historical commitments

The parties reconcile any surviving redemption, edition, licence or other commitments affecting the acquired assets. A new sale does not silently recreate an inactive token-redemption programme. No guaranteed liquidity, lending facility, buyback or investment return is part of this framework.

Settlement and completion

Stage	Agreed completion evidence
1. Inventory agreed	Final asset and rights schedules; exact balances and file manifest; disclosed exceptions.
2. Agreement executed	Contracting parties, consideration, applicable law and dispute process agreed in the definitive agreement.
3. Settlement arranged	Mutually selected escrow or other settlement method with clear funding, release and failure conditions.
4. Transfers performed	Token/NFT transaction receipts, domain and project transfer records, media delivery and any physical shipment.
5. Acceptance recorded	Buyer verifies agreed quantities, control and file hashes; parties resolve exceptions before final release as contracted.
6. Continuity completed	Credentials rotated, agreed transitional support delivered and archival attribution retained.

Recommended acceptance record

The completion record should list each asset ID, the deliverable received, transfer timestamp, transaction or provider receipt where applicable, checksum where applicable, and buyer acceptance. An exception should specify the missing item, remedy, deadline and any agreed payment retention. None of these amounts or deadlines is imposed by this preparatory document.

Preservation and future editions

The parties should record whether the buyer may publish new editions, license imagery, migrate metadata or display the archive publicly. Any commitment to preserve the original files, issue dates, artist credit or historical source copies should be written expressly. A later migration should retain a record of its relationship to the original asset rather than replacing the earlier date.

Transition support

Any seller assistance should have a defined scope, duration and hour cap. Examples include explaining the archive index, assisting a project transfer and identifying the relevant historic records. Ongoing curatorial, technical or promotional work is a separate service unless expressly included.

The next step is a written expression of interest identifying scope and indicative budget. The definitive agreement will determine representations, remedies, liabilities and governing law. This framework is an acquisition planning document and is not a jurisdiction-specific sale contract.

Current base sale - controlling scope schedule

Superseding clarification. The base transaction has now been narrowed. This page controls over the broader rights, website and corpus-transfer discussion on pages 1-3 wherever inconsistent. The proposed transaction is a private, asset-only sale by the Seller as an individual, completed by direct transfers from Seller-controlled wallets to Buyer-controlled wallets.

Term	Current agreed discussion basis
Included - M-II	431,348,848 units of Waves M-II, asset ID BS1KFNR8zrXKBEWdUUvpaP6G57Hic3aESkwK7qQKdLpB.
Included - Ethereum	All Seller-held MARQUISEMUSEUM ERC-20 units at Closing, contract 0xA4daaE9552Cd2390Ee1DcdD1a76BC8D0eeA22609; exact amount inserted into Schedule A before Closing.
Included - NFTs	All Seller-held NFTs in Marquise $Museum's Pimp Fasion (OS.2) and 0/3 Marquise $Museum's Pimp Fashion, with token IDs and quantities enumerated at Closing.
Retained	The complete collection labelled 1 Marquise $Museum's PiMP FASHION remains with Seller.
Legacy XCP	66,000-unit historical Counterparty layer is excluded while access remains unresolved; may be added only by signed amendment after access is recovered.
Rights	Blockchain assets only. No art/copyright/source-file rights; no administrator, owner, issuer, minter, upgrade, recovery or privileged blockchain rights.
Infrastructure	Websites, domains, archives, OpenSea / forum / email accounts and related operational assets are excluded from the base sale and require a separate expanded-acquisition agreement.

Buyer use after transfer

After Closing, the Buyer may hold, transfer, resell, list, burn where technically permitted, or develop token-related utilities around the Purchased Assets, subject to applicable law, protocol and marketplace rules, and third-party rights. Nothing in this framework grants a licence to reproduce or commercialize underlying artwork.

Commercial and closing parameters

Parameter	Current seller-side position
Base asking position	Seller prefers USD 300,000+ for the scheduled digital-asset package. Serious proposals from USD 100,000 may be considered. These are negotiation positions, not a binding offer, appraisal, reserve or guaranteed market value.
Expanded acquisition	A broader transfer of transferable websites, domains, archives, service accounts or project infrastructure is separately negotiated and expected to exceed USD 200,000 depending on scope, platform rules and diligence.
Payment	Cleared bank wire or agreed cryptocurrency. Cash may be accepted only if separately agreed, lawfully handled, identified and documented.
Seller	Private individual; final legal name, address and identity details are inserted only into transaction documents.
No continuing support	No liquidity, market-making, redemption, buyback, value, listing, promotional or operational obligation follows the asset transfer unless expressly added in the signed agreement.

Closing sequence

1. Final chain snapshot. Record Seller source wallets, exact ERC-20 balance, the fixed 431,348,848 M-II quantity, and the final NFT token-ID / quantity schedules.

2. Destination verification. Buyer supplies receiving addresses through an authenticated channel; an optional test transfer may be used.

3. Definitive agreement. The parties insert purchase price, governing law, payment method, confirmation thresholds, exact assets and express exclusions.

4. Settlement. Seller receives irrevocably cleared consideration or agreed blockchain confirmations before the principal transfers unless the signed closing instructions provide another protected sequence.

5. Asset transfer and acceptance. M-II, ERC-20 and the two included NFT collection positions are transferred; transaction hashes and Buyer acceptance are recorded in the Bill of Sale / Closing Receipt.

6. Separation from expanded infrastructure. Any website, domain, archive or account transfer is documented and priced separately and does not become part of the base sale by implication.

This continuation is still a non-binding discussion framework. The definitive Purchase Agreement and final Schedule A control the transaction.