# PRIVATE DIGITAL ASSET PURCHASE AGREEMENT

**Marquise Museum / Pimp Fashion – Base Asset-Only Acquisition**

*PRIVATE DRAFT – TRANSACTION TEMPLATE – NOT FOR PUBLICATION*

This Private Digital Asset Purchase Agreement (the "Agreement") is entered into as of **[DATE]** by and between **[SELLER LEGAL NAME]**, an individual ("Seller"), and **[BUYER LEGAL NAME / ENTITY]** ("Buyer"). Seller and Buyer are each a "Party" and together the "Parties".

*Drafting note: this form intentionally separates blockchain assets from copyright, artwork, administrator rights, websites, domains, accounts and other infrastructure. Jurisdiction-specific counsel should finalize the governing-law, dispute-resolution, tax, AML and enforceability provisions before signature.*

## 1. Transaction; Asset-Only Sale

Subject to the terms of this Agreement, Seller agrees to sell, assign and transfer to Buyer, and Buyer agrees to purchase from Seller, only the digital assets expressly identified in Schedule A (the "Purchased Assets"). The transaction is a direct wallet-to-wallet transfer of the Purchased Assets as held and controlled by Seller at Closing.

The Purchased Assets do not include any asset, right, account, credential, intellectual property, artwork right, administrator right, issuer right, contract right, domain, website, email account, social-media account, forum account, marketplace account or other property unless Schedule A expressly states that the item is included.

## 2. Purchase Price and Payment

The aggregate purchase price for the Purchased Assets is USD [PURCHASE PRICE] (the "Purchase Price"). The Purchase Price is payable by the method selected in the Closing Instructions: (a) cleared bank wire; (b) agreed cryptocurrency to the address and network stated in the Closing Instructions; or (c) cash only if separately agreed in writing and handled in compliance with applicable law, identification, receipt and recordkeeping requirements.

Seller has no obligation to transfer any Purchased Asset before Seller has received irrevocably cleared funds or, for cryptocurrency, the agreed number of network confirmations. Buyer bears all bank, exchange, gas, miner, protocol, intermediary and similar transaction fees unless the Closing Instructions expressly allocate a fee differently.

## 3. Purchased Assets; Included Cross-Platform Scope

The Parties intend the base transaction to clear Seller's scheduled Marquise Museum / Pimp Fashion blockchain holdings across the included platforms, rather than to leave the Ethereum ERC-20 component outside the transaction.

Schedule A includes: (i) 431,348,848 units of the Waves asset identified as M-II, asset ID BS1KFNR8zrXKBEWdUUvpaP6G57Hic3aESkwK7qQKdLpB; (ii) all Seller-held units, as finally counted at Closing, of the Ethereum ERC-20 token MARQUISEMUSEUM at contract 0xA4daaE9552Cd2390Ee1DcdD1a76BC8D0eeA22609; and (iii) the Seller-held NFT interests in the two included Pimp Fashion OpenSea collection groups identified in Schedule A.

The complete collection identified by the Seller as "Collection 1" is expressly retained by Seller and excluded. Seller currently identifies the retained OpenSea group by the display label "1 Marquise $Museum's PiMP FASHION." The other two Pimp Fashion collection groups shown in Seller's OpenSea profile are intended to be included, subject to a final token-ID and quantity schedule at Closing.

## 4. Express Exclusions

Without limiting Section 1, the following are excluded unless added by a signed written amendment: (a) the retained Pimp Fashion Collection 1; (b) any artwork, physical artwork, print, book, source file, native artwork master, copyright, neighboring right, moral right, reproduction right, exhibition right, trademark right, publicity right or other intellectual-property right; (c) any blockchain administrator, issuer, owner, minter, operator, upgrade, pause, blacklist, freeze, recovery or similar privileged right or key; (d) any website, domain, hosting account, OpenSea account, email account, Bitcointalk account, social-media account or other service account; (e) any Seller asset not expressly scheduled; and (f) the legacy Counterparty/XCP token position unless Seller regains reliable access and the Parties add it to Schedule A by signed amendment.

The legacy Counterparty position may be referenced in provenance materials as an historical asset layer, but such reference does not make it a Purchased Asset.

## 5. No Intellectual-Property or Artwork Rights

Transfer of a token or NFT under this Agreement transfers only Seller's transferable blockchain interest in that token or NFT. No ownership of any underlying artwork, copyright, source file, design, publication, trademark or other intellectual property is transferred by implication, estoppel, course of dealing, marketplace display or otherwise.

Buyer may hold, transfer, resell, list, burn where technically permitted, or develop token-related utilities around the Purchased Assets to the extent permitted by applicable law, protocol rules and third-party rights. Nothing in this Agreement grants Buyer a license to reproduce, commercialize or exploit underlying artwork or other protected material except to the extent such a right exists independently of this Agreement.

## 6. No Administrator, Issuer or Project-Control Rights

Buyer is purchasing the Purchased Assets only. Buyer receives no administrator, issuer, contract-owner, minter, upgrade, control, recovery, governance or privileged project right unless expressly stated in a signed amendment. Seller makes no representation that any such right exists, is transferable, or is controlled by Seller.

No website, marketplace profile, social account, forum account, email account, domain, brand infrastructure or operational credential is included in the base transaction. Any broader acquisition of transferable project infrastructure requires a separate written agreement and separate consideration.

## 7. Third-Party Holdings; No Control of Outstanding Supply

Buyer acknowledges that portions of the relevant token supplies are and will remain held by third parties. Seller transfers only the Purchased Assets that Seller owns and controls. Seller does not transfer, control, recall, extinguish or guarantee any third-party balance.

Any historical estimate that third-party wallets are dormant, inactive, semi-active or in circulation is informational only and is not a representation or warranty. Buyer must conduct its own chain analysis if third-party distribution is material to Buyer's decision.

## 8. No Redemption, Liquidity, Value, Return or Market Support

Except for the transfer obligations expressly stated in this Agreement, Seller assumes no continuing duty to Buyer or any token or NFT holder. No current redemption right, buyback obligation, floor price, minimum liquidity, market-making obligation, exchange listing, trading volume, yield, dividend, revenue share, equity interest, governance right, appreciation, resale value or investment return is promised or warranted.

Historical descriptions of art-backed, purchase, authenticity, redemption, burn or retirement mechanics are part of the project's historical record only. They do not create a present obligation unless this Agreement expressly says otherwise.

## 9. Seller Representations

Seller represents to Buyer, as of signing and again at Closing, only that: (a) Seller has legal capacity and authority to enter into this Agreement; (b) Seller controls the private keys or account access reasonably necessary to transfer the Purchased Assets scheduled for Closing; (c) to Seller's actual knowledge, Seller has not previously sold the same Purchased Assets to another person and the Purchased Assets are not subject to a voluntary lien created by Seller that would prevent transfer; and (d) Seller will not knowingly transfer a different asset in substitution for an asset specified in Schedule A.

Except for the express representations in this Section, Seller makes no representation or warranty, express, implied, statutory or otherwise, including any warranty of merchantability, fitness for a particular purpose, non-infringement, title to underlying intellectual property, accuracy of third-party platform data, regulatory classification, future functionality, liquidity, marketability or value.

## 10. Buyer Acknowledgments; Independent Diligence

Buyer represents that Buyer has had a reasonable opportunity to inspect the Purchased Assets, wallet addresses, token contracts or asset IDs, marketplace records, provenance materials and transaction history that Buyer considers material; has had the opportunity to obtain independent legal, tax, technical and financial advice; and is not relying on Seller for investment, legal, tax or regulatory advice.

Buyer acknowledges that blockchain assets are technically and economically risky, may be illiquid, may lose all market value, may be affected by protocol changes, exchange or marketplace policy, smart-contract defects, chain events, regulatory action, loss of access, phishing, sanctions screening, tax rules and third-party conduct.

## 11. As-Is / Where-Is / Final Sale

To the maximum extent permitted by applicable law, Buyer accepts the Purchased Assets AS IS, WHERE IS, WITH ALL FAULTS, in their condition and on-chain state at Closing. Buyer accepts the risk of subsequent price movement, loss of liquidity, delisting, technological obsolescence, marketplace failure, chain reorganization, protocol change and third-party action.

The sale is final after completion of the Closing Transfers, except for remedies that cannot lawfully be waived and claims for an uncured material breach of an express obligation in this Agreement.

## 12. Closing Procedure and Transfer Evidence

Before Closing, the Parties will complete the Closing Instructions and final Schedule A, including Seller source wallet(s), Buyer destination wallet(s), exact ERC-20 quantity, NFT token IDs and quantities, payment method, required network confirmations and any agreed test transaction.

Closing will occur in the sequence stated in the Closing Instructions. Each blockchain transfer will be evidenced by the applicable transaction hash. Risk of loss and control of a Purchased Asset passes to Buyer when the transfer is irreversibly confirmed under the confirmation standard agreed in the Closing Instructions. Buyer is solely responsible for the accuracy and security of each destination address supplied by Buyer.

## 13. Taxes, Fees and Compliance

Each Party is responsible for its own taxes arising from the transaction except as applicable law expressly requires otherwise. Buyer is responsible for determining the legality of Buyer’s receipt, holding, resale and use of the Purchased Assets in Buyer’s jurisdiction.

Each Party represents that it will not knowingly use the transaction to violate applicable sanctions, anti-money-laundering, anti-terrorist-financing or other mandatory law. Either Party may require reasonable identity, source-of-funds or compliance information where required by a bank, escrow provider, exchange, professional adviser or applicable law.

## 14. No Partnership, Agency or Fiduciary Relationship

Nothing in this Agreement creates a partnership, joint venture, agency, trust, fiduciary relationship, employment relationship, franchise, distributorship or continuing project-management obligation between the Parties. Buyer acquires the Purchased Assets for Buyer’s own account and may independently decide how to use them after Closing, subject to applicable law and the rights expressly excluded by this Agreement.

## 15. Release; Covenant Not to Assert Disclosed-Risk Claims

To the maximum extent permitted by law, effective upon Closing, Buyer releases Seller from claims based solely on risks, conditions or exclusions expressly disclosed in this Agreement, including market value, liquidity, third-party token holdings, absence of art or intellectual-property rights, absence of administrator or issuer rights, and future conduct of third parties, protocols, exchanges or marketplaces.

Buyer covenants not to commence or maintain a claim against Seller whose only factual basis is a condition expressly accepted by Buyer under Sections 4 through 11. This Section does not waive a claim that applicable law does not permit to be waived, or a claim based on Seller's fraud, intentional misconduct or uncured material breach of an express transfer obligation.

## 16. Limitation of Liability

To the maximum extent permitted by applicable law, neither Party will be liable to the other for indirect, incidental, special, exemplary, punitive or consequential damages, lost profits, lost opportunities or loss arising from market movements or third-party platform conduct. Seller's aggregate contractual liability arising from this Agreement will not exceed the Purchase Price actually received by Seller, except to the extent such limitation is prohibited by applicable law.

Nothing in this Agreement limits liability to the extent a limitation is unenforceable under the governing law, including any liability that cannot lawfully be excluded for fraud or intentional misconduct.

## 17. Indemnification

Buyer will indemnify and hold Seller harmless, to the extent permitted by law, from third-party claims, liabilities, costs and reasonable legal fees arising from Buyer's post-Closing possession, marketing, transfer, resale, development or use of the Purchased Assets, except to the extent caused by Seller's uncured material breach of an express obligation in this Agreement.

Seller will indemnify Buyer only for a third-party claim that Seller lacked the right to transfer a Purchased Asset actually transferred under this Agreement, subject to the limitations in Section 16.

## 18. No Reliance; Entire Agreement

Buyer acknowledges that the Purchase Price is negotiated for the Purchased Assets as a package and is not based on a Seller guarantee of any appraisal, market capitalization, floor price, liquidity estimate, historical valuation, future business plan or comparable sale.

This Agreement, the final Schedule A and the signed Closing Instructions constitute the entire agreement between the Parties concerning the base transaction and supersede prior oral or written negotiations concerning that transaction. No website statement, forum post, social-media post, marketplace page, archive note, historical white paper, email, message, pitch deck or other material modifies this Agreement unless expressly incorporated in a signed writing.

## 19. Amendments; Waiver; Assignment

Any amendment, waiver or addition to the Purchased Assets must be in a writing signed by both Parties. A failure to enforce a provision on one occasion is not a waiver on another occasion.

Buyer may not assign this Agreement before Closing without Seller's written consent. After Closing, Buyer may transfer the Purchased Assets subject to applicable law and platform or protocol rules. Seller has no continuing obligation to a subsequent holder.

## 20. Confidentiality and Public Statements

Unless the Parties agree otherwise in writing, either Party may disclose that a transfer occurred after Closing, but the Purchase Price, non-public wallet information, identity documents and non-public diligence material will remain confidential except to professional advisers, banks, escrow providers, tax authorities, regulators or as required by law.

This Section does not restrict Buyer's post-Closing public discussion of the Purchased Assets themselves, provided Buyer does not falsely attribute statements, guarantees, rights or continuing obligations to Seller.

## 21. Governing Law; Dispute Resolution

This Agreement is governed by the laws of [GOVERNING JURISDICTION], without regard to conflict-of-laws rules. Subject to any mandatory law, the Parties submit to the exclusive jurisdiction of the courts located in [CITY / COUNTRY].

OPTIONAL ARBITRATION SUBSTITUTE – use only after counsel review and delete the court clause above if selected: Any dispute arising out of or relating to this Agreement will be finally resolved by confidential arbitration under [RULES] by one arbitrator seated in [CITY / COUNTRY], in the English language. Judgment on the award may be entered in any court of competent jurisdiction.

Any jury-trial waiver, class-action waiver, fee-shifting clause or mandatory arbitration term should be added only if counsel confirms enforceability for the chosen governing law and the Buyer's jurisdiction.

## 22. Notices; Electronic Signatures; Counterparts

Formal notices must be sent to the addresses or email addresses stated on the signature page. Notices concerning wallet addresses or Closing Instructions must be independently verified by the receiving Party using an agreed authentication channel before funds or assets are sent.

This Agreement may be executed in counterparts and by accepted electronic-signature method. Electronic signatures and counterparts will be treated as originals to the extent permitted by applicable law.

## 23. Severability; Survival

If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will continue in effect. Sections concerning exclusions, no intellectual-property rights, no administrator rights, no continuing obligations, as-is acceptance, release, limitations, indemnification, confidentiality, governing law and entire agreement survive Closing.

**SIGNATURE PAGE**

| **SELLER** | **BUYER** |
|---|---|
| Legal name: _________________________ | Legal name/entity: _________________________ |
| Address: ____________________________ | Address: _________________________________ |
| Email: ______________________________ | Email: __________________________________ |
| Signature: ___________________________ | Signature: _______________________________ |
| Date: _______________________________ | Date: ___________________________________ |
| Identity / entity no. (if required): ______ | Identity / entity no. (if required): _________ |

# SCHEDULE A – PURCHASED ASSETS AND EXCLUSIONS

*Complete exact wallet addresses, ERC-20 balance, NFT token IDs and quantities immediately before signing or Closing.*

| ID | Status | Asset layer | Quantity / scope | Identifier | Closing note |
|---|---|---|---|---|---|
| A-01 | INCLUDED | Waves / M-II | 431,348,848 units | BS1KFNR8zrXKBEWdUUvpaP6G57Hic3aESkwK7qQKdLpB | Direct transfer from Seller wallet to Buyer wallet. |
| A-02 | INCLUDED | Ethereum ERC-20 / MARQUISEMUSEUM | ALL Seller-held units at Closing; exact balance to be inserted | Contract: 0xA4daaE9552Cd2390Ee1DcdD1a76BC8D0eeA22609 | No admin/owner/minter rights; balance only. |
| A-03 | INCLUDED | OpenSea Pimp Fashion Collection 2 | All Seller-held NFTs in included collection at Closing | Display label shown by Seller: “Marquise $Museum’s Pimp Fasion (OS.2)” | Final token IDs and quantities required. |
| A-04 | INCLUDED | OpenSea Pimp Fashion Collection 3 | All Seller-held NFTs in included collection at Closing | Display label shown by Seller: “0/3 Marquise $Museum’s Pimp Fashion” | Final token IDs and quantities required. |
| X-01 | EXCLUDED / RETAINED | OpenSea Pimp Fashion Collection 1 | Entire collection retained by Seller | Display label shown by Seller: “1 Marquise $Museum’s PiMP FASHION” | Not sold. |
| X-02 | EXCLUDED / OPTIONAL | Counterparty / XCP legacy token layer | Historical supply reference: 66,000 units; accessibility unresolved | Legacy Counterparty position | Honorary/provenance mention only unless access is recovered and written amendment adds it. |
| X-03 | EXCLUDED | Art / IP rights | None | Underlying artwork, copyright, source files, reproduction/exhibition rights | NFT/token transfer only. |
| X-04 | EXCLUDED | Admin / issuer / privileged blockchain rights | None | Any owner/minter/issuer/admin/upgrade/recovery key or right | No admin rights sold. |
| X-05 | EXCLUDED | Infrastructure and accounts | None in base sale | Websites, domains, OpenSea profile/account, email, Bitcointalk, social, hosting, archives | May be negotiated under separate expanded acquisition agreement, subject to transferability. |

### Closing Schedule – required final fields

- Seller source wallet address(es): [INSERT]
- Buyer destination wallet address(es): [INSERT]
- Exact MARQUISEMUSEUM ERC-20 balance at Closing: [INSERT]
- NFT token IDs and quantities for included Collection 2: [ATTACH / INSERT]
- NFT token IDs and quantities for included Collection 3: [ATTACH / INSERT]
- Purchase Price: USD [INSERT]
- Payment method and settlement details: [INSERT]
- Required blockchain confirmations: [INSERT]
- Optional test transaction: [YES/NO; DETAILS]

*Collection display labels above reproduce the labels visible in the Seller-provided OpenSea screenshot. Marketplace naming may change; token IDs, contract addresses and wallet records control at Closing.*