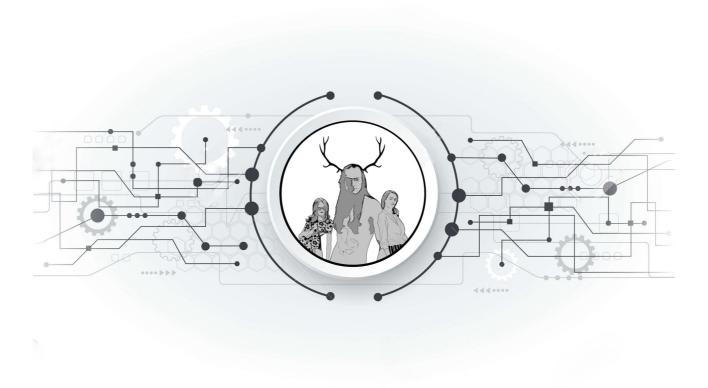
# The Marquise \$Museum of Contemporary Art

White Paper v.3.1

2023.01.22



The Marquise Museum of Contemporary Art

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www.MarquiseMuseum.com

Selitha Publishers (Company number: <u>6204234329</u>, incorporated in Sweden)

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## Certificate Details

## Vault Edition:

- 1: Ethereum
- 2: Waves
- 3: <u>TurtleNetwork</u>\*

\*2022-04-12

Rebranded into E.0 & migrated to XCP

#### Issuer:

0xc742bce0c13e31f2bbec650d3a26058b64038832 3P4fxwqcMX8hEnnfD5WPBn3NNmZzozbHkb7 1365jxJZekwyu5EmB5M6z21UJjH9utAdbh

## Ticker:

ABTx-M3/M2/M4

## Max supply:

66 000

660 000 000

66 000

Type: Not reissuable

## Issue date:

09.11.2017 7:43:45 23.02.2018 19:44 09.11.2017 3:28:24

#### Introduction

The Marquise \$Museum, with its headquarters in Sweden, is a blockchain-integrated curator of Digital art assets. It enables trustless proof of authenticity for proprietary artworks recently popularized under the abbreviation "NFT", combined with vaulted token supplies on Uniswap, Waves & XCP known as ABTx which is similar to NFTx. The business method was developed as a decentralized alternative to auction houses and art collection with valuation consensus in the free market using branded crypto currencies instead of centralized bidding. The tokens rely on ERC-20/Waves/XCP technology and can be used to redeem proprietary Museum Grade Art, specifically 30 unique NFTs listed on Opensea.

## **Business Method & USP**

USP is derived from integrating proprietary art with blockchain as an innovative art backed ABT deployed in 2017 and converted into 2021 NFT using the original image catalogue (2015-2016) on which the fungible ERC-20 is collateralized. A patent studied business method received 2/3 scores of patentability: Industrial Application and Novelty of idea. It did not provide technical innovation as it was developed on waves platform which is Russian engineered and in operation since 2016. The collection was appraised to \$4m in july 2021 (\$47 000 per NFT) by Swedish Chamber of Commerce but due to technicality of no custom NFT coding in the ERC-20 token contract valuation was temporarily redacted. Opensea auctions are adjusted quarterly to track <u>ABTx price evolution</u>.

The Business method consists of promoting branded cryptocurrencies within the blockchain community while benefitting from trader and collector liquidity of asset fractionalization of which the Museum is an inventor through patent application 1800140-4. Waves Platform is a masss communications tool similar to google adwords with the benefit of reaching targeted users who are trading and investing on the platform. It is a low cost and unparalleled method of user acquisition by dispatching of token certificates in so called "mass transfer" directly to user wallets which generates interactive environment for brand discovery and gamified investing. Mass transfer is similar to centralized money transfer between accounts in digital banking with 140 character alpha numeric message inclusion that can be attached with token delivery where it is showcasing Marquise \$Museum's NFT portfolio which would otherwise maintain low visibility on Opensea. The company is an inventor of fractionalized ownership and vaulting of digital art assets by combining blockchain with art in a patent studied solution using two separate chains (Dualchain as it was originally named): 1 centrally controlled low liquidity validator (NFT equivalent), and 1 decentralized high liquidity branding

certificate (ABTx).

The reason for this division is to prevent double redeem and inflict financial loss on the company. With two chains the benefit of product authentication remains intact whereas company ability to acquire new clients is unrestricted as ABTx certificates are decoupled from NFT authenticators and so can be distributed freely to promote the project to investors and collectors on chain without diluting the primary value component which is the artworks.

When a user redeem token certificates equivalent to \$30 000 for Edition #2 using website swap form asset is transferred from MarquiseMuseumNFT wallet to user specified Opensea receiver wallet. The collection is limited to 3 Editions of which 2 are reserved in permanent exhibition and waves investors.

# Pimp Fashion Art Review by Mary Ann Ciosk

Juxtaposed, dream-like images collide in the Marquise \$Museum's new art book. Using a combination of photography, drawings and cartoons, monstrous and beautiful shapes emerge, catapulting the viewer into a weird wonderland of swirling subways and supermodels.

Its images evoke Man Ray's surrealistic photography and the Dada movement's meta-criticism of art. On the cover a mythical being, half-man half-stag, beckons to the reader, reflecting the tradition in Celtic mythology of a deer leading the hero into adventure.

The collages straddle the intersection of myth, philosophy, sexuality and culture. Rich in complexity, the ambiguity of the images can act as a Rorschach for the viewer; the interpretation reflecting the individual's own preferences, biases and ideals.

Slowly navigating my way through the pages of Pimp Fashion, the recurrent appearance of a man, sometimes half-stag, links the disparate collage worlds on each page. This protagonist is the viewer's guide through the book and his character develops in complexity in each new scene.

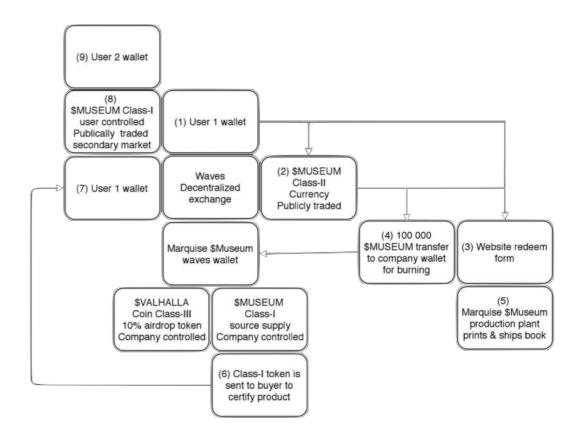
On one page he is the horned god of Celtic paganism, flirting with a supermodel while the corresponding poetry can be used as an emotional guide to understand his inner landscape, dwelling in nostalgic heartache. The scene compels the reader to consider how the modern archetype of beauty would be viewed through a pagan lens and to see the hollowness of this overt sexuality when contrasted with the concept of love.

The surreal, visceral images are rich in subtext. Naked white mannequins are integrated into black machinery, showing the objectification of the female body and its dehumanization in our society. The nose of Pinocchio threatens to grow taller than the Eiffel tower, which is wrapped in a rose, demonstrating how lies threaten to overwhelm both human-made and natural beauty.

Visually stunning, this is not a book to leaf through quickly, but rather to savor. The more I looked at a collage image and considered its context and themes, the more enriching I found the book.

Coded text on each page gives the reader an additional clue to its meaning. "Apollo and Cassandra" reveals the new identity of the male protagonist in one scene who is covering the eyes of a beautiful woman, reflecting the Greek myth in which Cassandra is cursed with the power of accurate prophecies that no one believes. The text "David Hume" on a different page brings to mind the philosopher's quote, "beauty in things exists in the mind which contemplates them"; a fitting theme for the rewards the viewer reaps in contemplating Marquise Museum's Viking M1 Cryptobook: Pimp Fashion.

#### Flow chart



January 2023 Revisions to flow chart:

(5+6) Physical production is replaced by Opensea NFT transfer to swap requester

## Viking M1 Cryptobook

\$M-1 Viking Cryptobook production cost:

- 1. Deerskin cover with 24k gold debossed logo \$200 for the skin, \$500 for the labour
- 2. Image printing, \$1000 for 40 pages
- 3. Book binding labour cost \$100/hour, \$1000-1500
- 4. Gold value 125 grams per book, \$5000
- 5. Goldsmith labour cost, each 24k fuser takes 1 day to forge and assemble, there are 40 per book.

Equal to 40 days worth of labour time at \$100 per hour, \$4000

Total: \$12000

External post production expenses:

- 1. Shipping, insurance, customs, toll (1-5%)
- 2. Marketing inorder to attract new customers (10%)
- 3. Tax (30%)
- 4. Administration and customer management (hourly payment/5%)
- 5. Market making of crypto & liquidity provision (5%)
- 6. Dividend payments to top 100 (5%)
- 7. Growing the business with crypto integration such as exchange listing (10%)
- 8. Salary/profit for company employees (remainder/20% net margin)
- -Retail unit price \$100 000 for gold version, silver option will be cheaper
- -Contains Aesyr Wodanaz novella, a romantic love story assembled in 2014

## **ABTx Cryptocurrency**

Designed as a decentralized brand token of Marquise Museum with primary use case of client acquisition via mass distribution airdrops, index aggregation on <u>Coinmarketcap</u> and top exchange platforms for wide visibility. Its function is to vault and swap NFT assets from company and P2P using website Cube section. M2 can be bought, sold, stored and transferred anonymously but requires KYC to access Opensea NFT supply.

#### **Exchanges:**

https://info.uniswap.org/#/pools/0xfd1f9b78822d8af414b2588d92d37f0ebdb99a19 https://waves.exchange/trade/BS1KFNR8zrXKBEWdUUvpaP6G57Hic3aESkwK7qQKdLpB\_WAVES Edition 1: \$100 000 Floor per NFT 2: \$60 000 0: Permanent exhibition LTV 15% ABTx Swap Rates 2022-04-12: 20 Million Waves M2 2200 ERC-20 m<sup>3</sup> Insert Token ID: BS1KFNR8zrXKBEWdUUvpaP6G57Hic3aESkwK7qQKdLpBIn Waves Exchange Search Field to trade Milestones March 2015 Odin image conceived, first image of Marquise Museum sent to Swedish stamp council who optioned <u>Uppåkra discovery</u> 2015, prototyping of creative style by combining many digital programs, reading about Zennet 2016 discovering and investing in \$ETH at \$7, completing 100 artworks between February-July 2017 post production continued, <u>crypto integration November 2017</u> 2018 Hiring artists to render high res versions of the collage portfolio and launching token sale on waves, coincodex partnership 2019 Portfolio enhancement continued, coinmarketcap untracked inclusion, completion of token sale september

Pricing And Mint Limit 2022-04-12:

1<sup>st</sup>

2020 Networking with VC and top exchanges, prototyping of portfolio now 70% complete consisting of 22 select images suitable for public display

2022 Listing on Top 20 exchange and active tracking on CMC

2023 Increasing volume sales of M2 certificates to institutional and private clients and continued exhibitions to expand brand concept and generate large scale revenue

2024 onwards, Decentralized P2P operability of ABTx supply backed by Opensea NFTs. Investment alternative to auction houses, art collectors, forex & derivative trading

2055 Market cap exceeding 1 trillion USD inflation adjusted, art designated as "cultural artifacts" similar to Lascaux paintings

Team Info

Marquise is a member of <u>Lazard</u> founding family



Contact@MarquiseMuseum.com
(1) Marquise Museum | LinkedIn

# **Project Links**

Website:

https://www.marquisemuseum.com/

Announcement:

https://bitcointalk.org/index.php?topic=2970288.0

Social media:

https://twitter.com/MarquiseMuseum

Security assessment:

https://docdro.id/fbDyDZZ

Historical data from trading since first sale:

https://h2ox.io/waves/asset/MarquiseMuseum/trades

Explorer & Token info:

https://etherscan.io/token/0xa4daae9552cd2390ee1dcdd1a76bc8d0eea22609 http://wavesexplorer.com/tx/BS1KFNR8zrXKBEWdUUvpaP6G57Hic3aESkwK7qQKdLpBhttps://xchain.io/asset/MARQUIMUSEUM Patent study:

https://tc.prv.se/aktinsyn/servlet/akt/?lang=sv&ansnr=18001404

## Marquise Museum Prospectus II

2023-06-11

Contact@MarquiseMuseum.com

+46 761 311 442

#### **BUSINESS DESCRIPTION**

What is the name of your business? <a href="https://www.Marquise.museum.com">www.Marquise.Museum.com</a>

What type of business is it?

A 2017 certified ABT (<u>Asset Backed Token</u><sup>1</sup>) with Artworks as the underlying asset. Migrated as NFT in 2021.

Where is your business located?

Sweden

What is your business structure?

<u>Sole Proprietorship</u><sup>2</sup> convertible to Public share Company at buyer discretion.

What is the status of your business?

Startup in Commercial phase

What makes your business unique and likely to be successful?

Unlike other ABTs backed by Gold or Stablecoins this is backed by a proprietary digital image collection. It was crypto integrated in 2017 with multiple off chain references<sup>3</sup>, including a patent study<sup>4</sup>, to establish causality between the tokens and images. It was appraised to \$4m<sup>5</sup> by the Swedish Chamber of Commerce in 2021. It is not a vintage NFT as there is no custom coding in the generic ERC-20 smart contract<sup>6</sup> but it shares similarities with vintage NFTs and was migrated to Opensea and Rarible<sup>7</sup> in 2021 and 2022 respectively. Other Art projects from 2017 are ERC-20 aswell since the ERC-721 standard did not exist yet, the difference is in the image hyperlinking and custom smart contract coding. It is the only high res crypto art with 2017 timestamp. Were it native NFT the value today would be same or higher than cryptopunks (several billion USDT). The NFT boom of 2021 created a mature marketspace for vintage styled crypto tokens in the art category. One risk factor of Pimp Fashion as the catalogue is named is the relative illiquidity of the vault and NFTs. The Waves vault<sup>8</sup> contains 5 years of price tracking data which make this the oldest image vault by a measure of years in comparision to new NFTx's. As such it is first to market in the category of digital image vaults and further it is the progenitor and genesis of image fractionalization through patent 1800-14-04. The Rarible NFTs were minted using the same Eth wallet that controls 99.9% of the ERC-20 vault tokens. This ensures the authenticity of NFTs minted using this origin wallet.

What factors will lead to the growth of your business?

On March 28 a long term <u>majority investor<sup>10</sup></u> was bought out and the Museum owns 90% of active supply in the waves vault. The market cap peaked at \$250 000 per 2023-06-10 after an x25 increase since the buy out. Both the ERC-20 and Waves Vault are for sale OTC to new investors at a price point of \$3 million and \$500 000 respectively. It is possible to generate overnight x100 up to x10 000 paper profit for new buyers considering the market dynamics as the founding firm is a vast majority holder in both vaults and can market make accordingly without retail interference. The recommended price point for new buyers is \$50 million equal to \$1m per NFT but the paper profit from market cap appreciation may be as high as \$500m to \$5 billion depending on the underlying performance of waves over the coming 24 months.

There is precedent in Christies for \$1m+ NFT sales but it requires market traction and consensus to establish whether or not Pimp Fashion could attain such valuations. Considering the metrics of this project the long term price growth could mirror pioneering art such as Andy Warhol 1960-1995 (x15 000 / outperform stock index 3:1). It is speculative and the value within the establishment may in fact be zero because of lack of custom coding in the smart

contract and for this reason the price premium is \$500k-\$3m compared to billions as would otherwise be the case.

Exit liquidity at x100 to x10 000 mark up is provided by staking a share of the \$500k in waves exchange liquidity pools to generate passive income. It is important to note that realizing such vast paper profit multiples will take decades unless third party speculator buys in at a future time when the market is stabilized. It is advisable that a \$500k buyer is well connected with crypto brokers and establishment circuits such as Museums, Art galleries and Auction houses like Christies which are monetization multipliers.

Waves exchange is also at systemic risk due to problematic leadership. Due diligence is advisable but this risk factor is outside the control scope of the Museum.

Another growth vector is <u>CMC integration</u><sup>11</sup> and Waves <u>ticker verification</u><sup>12</sup> and this remains outside the control scope of the Museum due to prohibitive cost and suppression by Waves exchange and lack of daily volume and secondary listing for CMC tracking.

#### PRODUCT SERVICE DESCRIPTION

What is your product/service? What are the features?

3 token vaults on XCP, ETH and Waves minted in 2017 with corresponding NFT collections published on Rarible. The XCP vault is reserved for permanent exhibition. It is the very first type of digital asset fractionalization especially in the blockchain image category which was popularized during the 2021 NFT boom. As such Marquise Museum was first to market with this invention by a measure of years. The purpose of a token vault is to increase NFT liquidity and marketability while providing LTV and DeFi features for NFTs. It is important to note that Rarible ledger enables fully integrated solutions which off sets some of the vault benefits. Other features are dividend distribution to top token wallets based on royalty payments from Rarible sales which is configured at 15% per NFT resale. This can be circumvented by OTC transfers between trading parties so it is a theoretical benefit as there are instances of this being extensively utilized in higher liquidity markets such as Apes and Punks.

What is unique (special qualities) about your product/service?

- First to market/Pioneering digital image vaulting with patent 1800-14-04
- The only 2017 Timestamp high res image collection
- The vaults are comparable to SPV's as 1 time swaps

How does your product/service satisfy your customer's needs & What are the benefits and

added value of your product?

Decentralized art commodification, trading and collecting. Potential generational store of

value due to unique project metrics primarily contained in the early deployment ahead of

competition.

MARKETING PLAN

Target Market:

Who are your potential customers?

Institutional investors such as FinTech firms, Museums, galleries, crypto brokers, auction

houses and wealthy private NFT/Art collectors.

What is the size of your target market?

Industry turnover is in the billions and the project metrics permit a small userbase of a few

dozen up to a few hundred at most.

**PRICING** 

What is/are the price(s) of your product(s) and/or service(s)?

• Ethereum Edition 1 NFTs published on Rarible: \$100 000 per item limited to 30 units

plus another 20-30 unpublished material

• Waves Edition 2: \$60 000 x30 (+20-30)

• XCP Edition 0: Not for sale

• Vault 1 Eth: OTC \$3m recommended maximum retail value \$30m per 2023

Vault 2 Waves: OTC \$500 000

Vault 0 XCP: -

Why will your customers pay your prices?

The NFT price brackets remains untested and as such is based on SCC appraisal and competitor pricing mainly tracking Punks floor. Inorder to monetize and test the price a new investor should be connected with Christies art specialists inorder to auction the collection to a wider audience. One caveat is the lack of NFT custom coding in the smart contract so this is the main risk factor combined with the lack of traction and sales history. As for the vault market caps the reason to invest is the open route to overnight x100-x10 000 paper profit with exit liquidity sustained by third party liquidity pools.

If your price is higher than your competition: What special advantage do you offer to justify the higher price?

First to market/vintage metrics.

#### **PROMOTION**

How will you attract customers/clients?

The buyer should be well connected inorder to monetize Phase 2 of this project which includes Coinmarketcap activation, waves token verification, bukowskis/christies/bonhams NFT auctions, IPO, gallery/museum exihibtion partnership, embassy sales, artbasel etc.

How will you promote sales?

Vault market cap must reach top 2000 ranking for investor visibility. Without wider market exposure the probability of organic retail sales remains low.

How will you expand your market base?

Scalability limits and deflationary vault design does not permit userbase beyond a few hundred.

#### OPERATIONAL/MANAGEMENT PLAN

Who will manage the business?

Founder (Marquise De La Fressange)

What is the management's experience and qualifications? 20 years stock trading and 7 years in crypto.

Will you have employees now? Later? Contract based.

How many employees will you need and what will they do? A few assistants in the logistics and art categories.

How will you manage your finances?

Allocation into liquidity pools to generate exit capital for investor. There are no more significant (\$50 000+) development costs associated with this project it is in full commercial phase.

How will you manage your record keeping? Certified accountant.

What legal form of ownership will you choose and why?

Convertible to public stock according to buyer preference. Presently Sole prop. Public stock will match the token supply (660m for waves 66k for eth) and be transferred to the new owner inorder to establish legal basis for the deal.

#### FINANCIAL PLAN

What is your total estimated income for your initial year of operation? By month? By quarter?

- Up to \$500 000 in liquidity pools with 10% APY = \$1300 to \$20 000 exit liquidity per month depending on waves price
- Staked capital is dependant on systemic risk primarily on waves exchange.
- If the new buyer is capable of auctioning or IEO'ing the assets the projected revenue will be in the millions.

What will be your monthly cash flow during the first year? \$1300 to \$20 000 per month.

What will be your personal monthly financial needs? 17.5% of leasing revenue based on the specified amount.

What sales volume will your business need in order to make a profit during the first three years?

An average monthly revenue over \$14 000 or a handful external NFT sales at \$100 000 per unit.

- 1 https://www.coingecko.com/en/categories/asset-backed-tokens
- 2 https://www.docdroid.net/9fZsqLz/certificate-of-registration-pdf
- 3 https://bitcointalk.org/index.php?topic=2970288.msg61271417#msg61271417
- 4 https://tc.prv.se/aktinsyn/servlet/akt/?lang=sv&ansnr=18001404
- 5 https://www.docdroid.net/d42ND6g/besiktning-3-pdf
- 6 https://etherscan.io/token/0xa4daae9552cd2390ee1dcdd1a76bc8d0eea22609
- 7 <a href="https://rarible.com/MarquiseMuseum/sale">https://rarible.com/MarquiseMuseum/sale</a>
- 8 https://waves.exchange/trading/spot/BS1KFNR8zrXKBEWdUUvpaP6G57Hic3aESkwK7qQKdLpB WAVES
- 9 <a href="https://coincodex.com/crypto/marquise-museum/">https://coincodex.com/crypto/marquise-museum/</a>
- 10 https://w8.io/top/BS1KFNR8zrXKBEWdUUvpaP6G57Hic3aESkwK7qQKdLpB
- 11 https://coinmarketcap.com/currencies/marquise-museum/
- 12 https://waves.exchange/governance/tokens verification

#### **Token Sale Terms and Conditions**

#### 1. Principles

- 1.1 By the purchase of Marquise Museum Tokens, the User understands and accepts that he/she/they make(s) a contribution into the development of The Marquise Museum project and all its related entities ("Contribution"), as further described in this Whitepaper ("Whitepapers"). The information contained in the Whitepapers and on our website, are of descriptive nature only, are not binding and do unless explicitly referred to herein not form part of the Terms as set forth under para 1.5 below.
- 1.2 The User understands and accepts that while the Trustees, individuals and/or other appointed entities of the Marquise Museum project assigned to this task will make reasonable efforts to develop and complete its stated goals as per the Whitepapers, it is possible that such development may fail and Marquise Museum tokens become useless and/or valueless due to technical, commercial, regulatory or any other reasons (see also section 5 regarding Risks).
- 1.3 The User is also aware of the risk that even if all or parts of the Marquise Museum project are successfully developed and released in full or in parts, due to a lack of public interest, the Marquise Museum Project could be fully or partially abandoned, remain commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. The User therefore understands and accepts that the transfer of funds to us may carry significant financial, regulatory and/or reputational risks (including the complete loss of value).
- 1.4 By transferring funds to the Marquise Museum project, the User agrees to all of the terms and conditions set forth in this document (together the "Terms"), which is incorporated by reference herein. The User further confirms to have carefully reviewed this Whitepaper and the Marquise Museum's website, researched and understand thoroughly the Marquise Museum project, its functions and the terms and conditions set forth in this document and to fully understand the associated risks and costs.
- 1.5 This document does not constitute a prospectus of any sort, is not a solicitation for investment and does not pertain in any way to an initial public offering or a share/equity offering and does not pertain in any way to an offering of securities in any jurisdiction.
- 1.6 By purchase of Marquise Museum tokens, no form of partnership, joint venture or any similar relationship between the Users and The Marquise Museum and/or other individuals or entities is created.
  - 2. Usage License; No Ownership, Revenue or Governance Rights
  - 2.1.1 Usage License: Ownership of Marquise Museum tokens carry no rights express or implied, to utilise, gain access and/or possess ownership to any decentralised applications or other platforms developed by, and/or belonging to the Marquise Museum project (only if stated otherwise), if and to the extent the Marquise Museum project has been successfully completed and launched.
  - 2.1.2 No Ownership, Revenue or Governance Rights: In particular, the User understands and accepts that Marquise Museum tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights nor any right to receive future revenues, shares or any other form of participation or governance right in or relating to The Marquise Museum project in general.
  - 2.2 Contribution
  - 2.2.1 No Refund: The User understands and accepts that all Contributions are final and may not be reversed. The User acknowledges that he/she/they has/have no right to request a refund for any reason. 2.2.2 However, any refunds may still be made sole at the discretion of The Marquise Museum, and The User must therefore ensure to make his/her/their Contribution is made using a wallet address owned by the User, to which the refund can be made.
  - 2.3 Representation and Warranties of User
  - 2.3.1 By transferring funds to the Marquise Museum, the User represents and warrants that:
  - the User is not a citizen or resident of a country, whose legislation conflicts with the present use and investment of cryptocurrency.
  - the User has a deep understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, like bitcoin (BTC) and Ether (ETH), and blockchain-based software systems;
  - $\bullet \ \ \text{the User is legally permitted to transfer us cryptocurrency, and to obtain them in their jurisdiction;}\\$
  - the User waives the right to participate in a class action lawsuit or a class-wide arbitration against the Marquise Museum, its Trustees, and any individual involved with the Marquise Museum

#### Project;

- the User understands that holding Marquise Museum tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- the User understands that the User has no right against any other party to request any refund under any circumstance; and that
- the User understands with regard to Marquise Museum tokens, no market liquidity may be guaranteed and that the value over time may experience extreme volatility or depreciate in full;
- 3. Marquise Museum Project Execution
- 3.1 The User understands and accepts that the development and execution of the Marquise Museum Project may be assigned to third party contractors, and payment be made by way of releasing contributed funds to thirdparty contractors. Alternatively, contributed cryptocurrency may be converted first into fiat currency via an exchange, in order to make payment to contractors who only accept fiat currency. The Marquise Museum has the right to engage subcontractors to perform the entire or partial development and execution of the Marquise Museum Project. The scope of the development work will be triggered by the amount of Contributions received during the Contribution Period. The Marquise Museum project and/or its Trustees, shall further have the right to assign the entire Marquise Museum including the Contributions received for its development to a third party.
- 3.2 The User understands and accepts that the User may not have any expectation of influence over governance on the Marquise Museum Project.
- 3.3 The User understands and accepts that the Marquise Museum Project will need to go through substantial development works as part of which it may become subject of significant conceptual, technical and commercial changes before release. The User understands and accepts that as part of the development, an upgrade of the Marquise Museum tokens may be required (including blockchain migration) and that, if the User decides not to participate in such an upgrade, he/she/they may no longer use his/her/their Marquise Museum tokens and that non-upgraded tokens may lose their functionality in full.
- 4.1 The User understands and accepts the risks in connection with purchase of Marquise Museum tokens, whether from us directly or through the secondary market. In particular, but not concluding, the User understands the inherent risks listed hereinafter:
- Risk of software weaknesses: The User understands and accepts that the cryptocurrency platforms (such as WAVES and other exchanges), is not without defects and carry an inherent risk of hacking and malfunctioning, and could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of all tokens.
- Regulatory risk: The User understands and accepts that blockchain technology allows new forms of interaction and that it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing blockchain technology-based applications, which may be contrary to the current setup of the Marquise Museum token sale.
- Risk of abandonment / lack of success: The User understands and accepts that the Marquise Museum Project may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that the User will receive any benefits, even if the Marquise Museum Project is partially or fully developed and launched.
- Risk of loss of private key: Marquise Museum tokens can only be accessed and owned by the User through a WAVES wallet owned by the User. The User understands and accepts that if his/her/their private key to the wallet or password protecting that key is lost or stolen, the obtained Marquise Museum tokens associated with the User's account will be unrecoverable and will be permanently lost.
- Risk of theft: The User understands and accepts that computer systems used by Marquise Museum may be exposed to attacks by hackers or other individuals that could result in theft or loss of funds, which may then impact the ability to develop the Marquise Museum project.
- 5. Taxation
- 5.1 The User bears the sole responsibility to determine if his/her/their contribution for the development of the Marquise Museum Project have tax implications for the User.
- 5.2 By purchasing, holding or using Marquise Museum tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any tax liability associated with ownership or use of Marquise Museum tokens, or any other action or transaction related to the Marquise Museum Project.

  6. No Liability

- 6.1 The User acknowledges and agrees that, to the fullest extent permitted by any applicable law, the User will not hold any developers, auditors, contractors or founders of the Marquise Museum project and/or its associated individuals and entities liable for any and all damages or injury whatsoever caused by or related to the use of, or the inability to use, Marquise Museum tokens under any cause or action whatsoever of any kind in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that developers, auditors contractors or founders of the Marquise Museum Project shall not be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, goodwill or data, in any way whatsoever.
- 6.2 By purchasing, holding or using Marquise Museum tokens, and to the extent permitted by law, the User agrees not to hold any third party (including developers, auditors, contractors or founders) liable for any regulatory implications or liability associated with the Marquise Museum Project
- 6.3 By purchasing Marquise Museum tokens, the User agrees that exchange rate may be adjusted from time to time with no prior notice to the User and the User will not hold any of the developers, auditors, contractors or founders of Marquise Museum tokens and/or The Marquise Museum and/or its associated individuals and entities liable for any damages associated with the change in exchange rate.

#### 7. Miscellaneous

- 7.1 All contributions are irrevocable and accepted from qualified sources that all contributions will automatically optin as clean and not illegal (e.g. laundered) funds. The responsibility falls the User to declare as such upon acceptance of the donated funds. The Marquise Museum takes no responsibility for Third Party action, if any, against illegal funds contributed without its knowledge according to the prevailing laws of the country of domicile.
- 7.2 The User agrees to check with their regulatory bodies, banks, accountants and lawyers to determine their eligibility as qualified contributors and participants in the Marquise Museum project.
- 7.3 The User agrees to seek appropriate independent professional advice prior to relying on, or entering into any commitment or transaction based on, material published in the Whitepapers, which material is not to be taken as investment advice.
- 7.4 The User agrees that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.