



ANTIQUITIES TRANSACTION GOOD FAITH DEAL AGREEMENT

This Antiquities Transaction Good Faith Deal Agreement (“Agreement”) is entered into and made effective as of the _____ (“Effective Date”), by and between:

Seller: _____, an individual/entity with principal place of residence/business at _____;

AND

Buyer: _____, an individual/entity with principal place of residence/business at _____.

Each a “Party” and collectively the “Parties.”

Quantal Coherent Dynamic (“QCD”), a California entity located at 2527 Banyan Drive, Los Angeles, CA 90049, is engaged solely as Good Faith Transaction Administrator. QCD’s role is limited to record-keeping, document verification, and communication; QCD will not hold, receive, or disburse any money for this transaction.

RECITALS

WHEREAS, Seller is the lawful owner of the antiquity or collection of antiquities described below and wishes to sell them to Buyer free of liens, claims, and legal restrictions;

WHEREAS, Antiquities transactions often involve authenticity, provenance, and condition risks that may surface only after transfer. Buyer therefore seeks limited, post-closing recourse should any undisclosed, material defect emerges;

WHEREAS, to balance Buyer’s need for protection with Seller’s interest in a smooth closing, the Parties will set aside a **Good Faith Deal Fund (“GFD Fund”)** equal to seven percent of the purchase price (or another mutually agreed percentage) for twelve months after closing;

WHEREAS, GFD Fund will reside **only** in (i) a licensed third-party escrow company under written instructions mirroring this Agreement, **or** (ii) a segregated bank account in Seller’s name dedicated solely to the Fund, with monthly statements supplied to QCD. QCD will never control or disburse Fund money;

WHEREAS, QCD will create a secure digital folder, archive all transaction materials, verify that any Fund-release directive bears both Parties’ signatures, and retain records for at least five years—without providing legal, appraisal, or valuation services

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and intending to be legally bound, the Parties agree as follows:

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1. DESCRIPTION OF ANTIQUITIES AND BASIC TRANSACTION TERMS

1.1 Detailed Identification of Antiquities

Before signing this Agreement, the Parties shall complete the following descriptive blanks for each object included in the sale (“**Antiquities**”):

- i. Item description (type / form): _____
- ii. Cultural origin or historical period: _____
- iii. Approximate age or dating evidence:

- iv. Provenance documents supplied (yes / no):

v. Present physical location:

vi. Certificates of authenticity or expert opinions on file (yes / no):

vii. Condition as of the Effective Date (brief summary):

Seller affirms that the information inserted above is accurate to the best of Seller's knowledge and that no material facts about authenticity, provenance, legal title, or physical condition have been withheld.

1.2 Purchase Price

The Parties agree that the total purchase price for the Antiquities is **US \$ _____** ("**Purchase Price**"). Buyer will pay the full Purchase Price to Seller in immediately-available funds on or before the agreed Closing Date.

1.3 Closing Date and Method of Delivery

Closing shall occur on or before _____. At Closing, Buyer shall deliver payment, and Seller shall transfer possession of Antiquities— together with all supporting paperwork such as bills of sale, export licences, provenance statements, or expert reports— either in person or via insured, track-and-trace shipment to Buyer's designated address.

1.4 Seller's Representations and Buyer's Due-Diligence Acknowledgement

Seller represents that the Antiquities are:

(i) lawfully owned and free of liens or claims;

(ii) not subject to export, import, or cultural-property restrictions that would bar this sale; and

(iii) described accurately regarding origin, authenticity, and condition to the best of Seller's knowledge.

Buyer confirms that Buyer has conducted any examinations, expert consultations, or provenance reviews deemed necessary and enters this Agreement in reliance on Seller's representations and Buyer's own due-diligence findings.

2. ESTABLISHMENT AND PURPOSE OF THE GFD FUND

2.1 Formation, Amount, and Deposit

Immediately after the Closing, Seller shall reserve seven percent (7 %) of the Purchase Price (or such other percentage the Parties set in a signed amendment) as the Good Faith Deal Fund (“GFD Fund”). The Fund must be deposited within five business days into one of only two custodial arrangements:

- Option A: a licensed third-party escrow company operating under escrow instructions that reproduce the obligations in this Agreement; or
- Option B: a segregated bank account in Seller’s name opened exclusively for the Fund.

The Parties will select their option in a written notice delivered to QCD before Closing. Seller must provide QCD with documentary proof of the deposit—either the escrow-opening confirmation or the bank receipt—along with the signed custodial instructions. When QCD receives this proof and its administrative fee (five percent of the Fund), QCD will post the documents in the secure folder and confirm activation.

2.2 Purpose and Permitted Use

The Fund exists strictly to reimburse Buyer for significant authenticity, provenance, legal-title, or hidden-condition defects that were not reasonably detectable before Closing and that materially diminish the Antiquities’ value. Routine conservation, buyer’s remorse, or issues expressly disclosed or waived are outside the Fund’s scope.

2.3 Fund Term and Visibility

The Fund will remain on deposit for **twelve months** beginning the day after Closing. If Option B is chosen, Seller must email QCD the current monthly bank statement no later than the fifth calendar day of each month; if Option A is used, the escrow company may send QCD its own monthly balance certificate. QCD will post each statement so that both Parties can confirm the Fund’s continued existence.

2.4 Interest and Control

Any interest or other earnings generated while Fund is on deposit belong to Seller unless Parties later stipulate otherwise in a written, QCD-acknowledged amendment. Because the Fund is never in QCD's possession, QCD has no power to invest, pledge, or otherwise control it; QCD's role is limited to record-keeping and verifying that any release instruction bears both Parties' signatures.

2.5 Incentive for Non-Use

If the Fund remains untouched through its full twelve-month term, Buyer will receive a goodwill bonus equal to one percent of the ending balance, with the remainder released to Seller after QCD circulates the closing notice and no objections are lodged.

3. ESCROW SET-UP, CLAIM PROCEDURE, AND USE OF THE FUND

3.1 Escrow Set-Up and Documentation

Within five business days after Closing, Seller will complete the Fund deposit using the custodial option chosen in writing under Section 2.1. Seller must then email QCD (a) proof of deposit and (b) a copy of the fully executed custodial instructions, which must prohibit any withdrawal unless a joint, written directive signed by both Parties (or a final arbitral or court order) is received. QCD will upload these documents to the secure case folder and confirm to both Parties that the Agreement is fully active.

3.2 Buyer's Right to Initiate a Claim

If, during the twelve-month Fund term, Buyer discovers a defect that falls within the Fund's purpose, Buyer must send Seller and QCD a dated claim notice describing the issue and attaching objective evidence such as a laboratory report, expert opinion, or conservation estimate. Buyer may send no more than three claim notices, and the aggregate of all reimbursements cannot exceed the then-available Fund balance.

3.3 Good-Faith Evaluation and Joint Directive

Upon receiving a claim notice, Seller has ten business days to reply in writing. The Parties must then exchange any additional documentation required to decide whether the claim is covered and, if so, what sum should be released.

If they reach agreement, they will prepare and sign a concise disbursement directive identifying the amount and payee. QCD's role is limited to verifying the signatures, recording the directive in the file, and forwarding the authenticated directive to the independent custodian. The custodian—not QCD—releases the authorized funds, usually within five business days after receiving the directive.

3.4 Unresolved or Contested Claims

If the Parties cannot agree within fifteen business days after the original notice, either Party may escalate the dispute under Section 5. While a dispute is pending, QCD will instruct the custodian to freeze only the contested portion; the balance remains available for other authorized purposes or for eventual return when Fund term ends.

3.5 Frivolous Filings and Administrative Costs

Should a final arbitral award or court order declare a claim frivolous or asserted in bad faith, the claimant must reimburse the other Party for any custodial freeze fees and must pay QCD's documented administrative expense generated by that claim. Two or more frivolous filings will also forfeit Buyer's eligibility for the one-percent goodwill bonus in Section 2.5.

4. RECORD-KEEPING AND COMMUNICATION PROTOCOLS

4.1 Secure Digital Case Folder

QCD maintains a password-protected digital folder that serves as the authoritative file for this transaction. The folder contains the executed Agreement, the custodial deposit proof, monthly balance statements, all claim notices and responses, every signed disbursement directive, and any arbitral or court orders that may issue.

Each new document QCD receives is time-stamped and uploaded promptly, guaranteeing parallel, transparent access for both Parties throughout the Fund term and for at least five years thereafter.

4.2 Monthly Balance Visibility

When the Fund is held in Seller's dedicated bank account, Seller must email QCD the current monthly statement no later than the fifth calendar day of each

month. If a licensed escrow company holds the Fund, the escrow holder may instead send QCD its own balance certificate. QCD posts each statement to the folder so Buyer can verify that the Fund remains intact.

4.3 Formal Notices and Submission Method

All formal communications—claim notices, objections, disbursement directives, requests for arbitration, or amendments—must be in writing and transmitted either by email to the addresses Seller, Buyer, and QCD list below or by reputable overnight courier.

A notice becomes effective on the business day following confirmed email delivery or on the recorded delivery date shown by the courier. Voice calls or informal messages do not constitute notice under this Agreement.

4.4 Ambiguous or Conflicting Instructions

If QCD receives inconsistent directives or a single-party request that lacks the other Party's signature, QCD must suspend action on the disputed matter. QCD will notify both Parties of the conflict and make no further move until it receives either a joint written clarification or a binding order from an arbitrator or court.

4.5 Preservation of the Transaction Record

Neither Party may delete or alter any item housed in the digital folder. If a Party disputes the accuracy of a document, the correct practice is to upload a clarifying statement rather than to remove the challenged item. At the end of the retention period QCD will archive the folder in read-only form, available upon written request should a regulatory inquiry or legal proceeding arise later.

5. INDEMNIFICATION, LIMITATIONS OF LIABILITY, AND DISPUTE RESOLUTION

5.1 Indemnification of QCD

The Parties jointly and severally agree to defend, indemnify, and hold harmless Quantal Coherent Dynamic—and its officers, employees, and agents—from and against any claim, loss, liability, cost, or expense (including reasonable attorneys' fees) that arises out of, relates to, or is asserted in connection with:

- (a) the performance or non-performance of this Agreement by either Party;
- (b) any allegation that information supplied by a Party was false, misleading, or incomplete; or
- (c) any subpoena, discovery request, or regulatory inquiry that compels QCD to produce records or testimony concerning the transaction. This indemnity survives the expiration or earlier termination of the Agreement.

5.2 Limitations of Liability

QCD acts solely as a neutral, record-keeping administrator and never has custody of the GFD Fund. Accordingly, QCD is not liable for banking failures, escrow-company error, delays caused by force-majeure events, or the Parties' own breaches, misrepresentations, or omissions. Under no circumstance will QCD be responsible for indirect, consequential, punitive, or special damages—such as lost profits or diminution in value—nor will QCD's aggregate liability exceed the amount of the administrative fee actually received under this Agreement, unless a court or arbitrator finds that QCD engaged in willful misconduct or gross negligence.

5.3 Good-Faith Prerequisite to Formal Action

Before initiating arbitration or litigation, a Party that asserts a dispute must deliver a written notice describing the issue and proposed relief, then confer in good faith for at least ten business days. If the Parties reach a written settlement, they will submit a joint directive to the custodian (and a copy to QCD) for any Fund disbursement required by that settlement.

5.4 Binding Arbitration

If the dispute remains unresolved after the good-faith dialogue period, either Party may demand binding arbitration administered by the American Arbitration Association or a comparable service. The arbitration will be conducted in Los Angeles County, California, before one neutral arbitrator experienced in high-value personal-property matters. Each side will exchange concise statements of claim or defence and supporting evidence on a timetable set by the arbitrator. A reasoned written award must issue no later than thirty days after the record closes, unless the arbitrator extends the deadline for good cause. The award is final and may be entered in any court with jurisdiction. Unless the arbitrator rules otherwise for equitable reasons, the losing Party pays the administrative fees of the arbitration and the arbitrator's compensation; each side bears its own legal fees.

5.5 Interim Judicial Relief

Either Party may seek a temporary restraining order or preliminary injunction from a court in Los Angeles County to prevent immediate, irreparable harm. Filing for such interim relief does not waive the obligation to arbitrate the underlying merits once the emergency is addressed.

5.6 Effect on the Fund During Dispute

Upon receipt of a written notice of dispute or of a filed arbitration demand, QCD will instruct the custodian to freeze only the portion of the GFD Fund that is the subject of the controversy, leaving any undisputed balance available for authorized use or eventual return under Section 2.5 or Section 6. QCD's role thereafter is limited to preserving records and forwarding any final arbitral or court order to the custodian for compliance.

6. MISCELLANEOUS PROVISIONS

6.1 Governing Law and Venue

This Agreement is governed by the laws of the State of California. Any court action to confirm, enforce, or vacate an arbitral award must be filed exclusively in the state or federal courts located in Los Angeles County, and each Party irrevocably submits to that forum.

6.2 Entire Agreement; Amendments

This writing constitutes the complete understanding between the Parties concerning the Antiquities transaction and supersedes all prior agreements, oral or written. No amendment is effective unless a written instrument is signed by Seller and Buyer and acknowledged in writing by QCD.

6.3 Confidentiality

All transaction details, documents, and communications are confidential and may be disclosed only to legal counsel, tax advisers, the independent custodian, QCD for record-keeping, or a tribunal with jurisdiction, unless disclosure is required by law or the Parties consent in writing.

6.4 Force Majeure

No Party, and no QCD administrator, is liable for delay or failure in performance caused by events beyond reasonable control—including natural disasters, acts of war or terrorism, pandemics, or widespread power or internet outages. Performance shall resume promptly once the impediment ends.

6.5 Severability

If any provision is held unenforceable, the remaining terms remain in force, and the invalid term shall be modified only to the extent necessary to render it lawful while preserving the Parties' original intent.

6.6 Assignment

Neither Party may assign its rights or delegate its duties without the other Party's written consent; however, QCD may transfer its purely administrative role to a successor entity upon written notice, provided the successor agrees in writing to be bound by this Agreement.

6.7 No Waiver

A Party's failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other term. Any waiver must be in a signed writing.

6.8 Notices

Formal notices must be in writing and delivered by confirmed email, certified mail, overnight courier, or personal delivery to the addresses each Party lists below or later updates in writing. Notices to QCD must be directed to 2527 Banyan Drive, Los Angeles, CA 90049 and to the program email QCD designates in its activation notice.

6.9 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each deemed an original. PDF, facsimile, and electronic signatures have the same legal effect as handwritten signatures.

EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the undersigned have read, understood, and voluntarily agree to be bound by this Antiquities Transaction Good Faith Deal Agreement as of the Effective Date.

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SELLER

BUYER

PRINT NAME: _____

PRINT NAME: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

EMAIL: _____

EMAIL: _____

GOOD FAITH TRANSACTION ADMINISTRATOR (QCD)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

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