

# 180 Holdings BV Sale Terms

This agreement contains the terms and conditions under which 180 Holdings BV Security Tokens are issued or sold and subsequently transferred to Purchaser.

## 1. 1. INTERPRETATION

1. Unless explicitly stated otherwise, the following terms shall have the following meaning (and grammatical variations of such terms shall have corresponding meanings):
  1. Agreements mean this agreement and all attached appendixes, schedules and/or annexes;
  2. 180 Holdings BV Security Tokens means the Tokens to be issued by the Seller and each 180 Holdings BV Security Token represents a certified share in 180 Holdings BV;
  3. Seller means 180 Holdings BV;
  4. Effective Date means the date and specific time the transfer of the 180 Holdings BV Security Token is registered in the blockchain;
  5. Party or Parties mean(s) each of Seller, Purchaser individually or collectively;
  6. Conditions Precedent means opschortende voorwaarden as defined by the Civil Code of the Netherlands;
  7. Purchaser means the entity that is acquiring 180 Holdings BV Security Tokens either by issue or sale;
  8. DApp means Decentralized Application. A DApp has its backend code running on a decentralized peer-to-peer network. It is in contrast with an app, where the backend code is running on centralized servers;
  9. Purchase Price means the amount in Euro's, Bitcoins or Ethers as defined in clause 3.1 and provided in the Smart Contract.
2. In this Agreement, clause headings are inserted for convenience purposes only. They shall not affect the construction or interpretation of this Agreement.
3. Where this Agreement uses the term "sale" or "sell" it shall also mean the issue of 180 Holdings BV Security Tokens by 180 Holdings BV where applicable.
4. In case of conflict between or inconsistency of the provisions of the actual agreement and the contents of the schedules and/or annexes, the provisions of the actual agreement shall prevail.
5. The English language used in this Agreement intends to describe Dutch legal concepts only and the consequences of the use of this language in English law or any other law shall be disregarded. In case of conflict between Dutch legal concepts mentioned between brackets and/or in italics in this Agreement and the English translation thereof as used in this Agreement, the Dutch text, and its meaning thereof under Dutch law, will prevail.

## 2. 2. INITIAL PROVISIONS

1. In order to be eligible to become Party to this Agreement, a potential Token Holder must not be (the "Non-Supported Person"):
  1. a citizen, resident of the USA or any entity organized under the laws of the USA, unless this citizen, resident of the USA or any entity is an accredited investor as proven to and accepted by 180 Holdings BV.

The decision to allow this citizen, resident of the USA or any entity as an accredited investor to acquire 180 Holdings BV Tokens is solely made by 180 Holdings BV. This decision is final and is not susceptible for appeal to a court or other institution;

2. a citizen or resident of a country, whose legislation conflicts with or deems forbidden acquiring or holding 180 Holdings BV Tokens;
3. a citizen, resident or any other entity of any country or region that is subject to any sovereign country sanctions or embargoes, in particular imposed by the Netherlands, EU or any of the EFTA countries;
4. a representative of persons or entities listed above.

### 3. 3. SALE OF SHARES

1. Subject to the terms and conditions of this Agreement, Seller hereby sells and agrees to transfer to Purchaser and Purchaser hereby purchases and agrees to accept from Seller the amount of 180 Holdings BV Security Tokens as identified in the Smart Contract.
2. The terms and conditions of 180 Holdings BV as attached to this Agreement shall apply and are explicitly accepted by Purchaser. Purchaser acknowledges and hereby confirms that these terms and conditions are attached to this agreement.
3. The 180 Holdings BV Security Tokens shall be for the risk and account of Purchaser as per the Effective Date.
4. The 180 Holdings BV Security Tokens shall have dividend rights as per the Effective Date.
5. Delivery of the 180 Holdings BV Security Tokens to Purchaser shall be effectuated by crediting to the unique deposit address of Purchaser.

### 4. 4. PURCHASE PRICE

1. The purchase price for the 180 Holdings BV Security Tokens payable by Purchaser to Seller is the Purchase Price as provided in the smart contract (the "Purchase Price").
2. The Purchase Price shall be payable in Euro's, Bitcoins or Ethers.

### 5. 5. CONDITIONS PRECEDENT

1. The sale and transfer of the Shares contemplated in clause 2 is subject to successful payment of the Purchase Price in full.

### 6. 6. REPRESENTATIONS

1. The Purchaser understands that there is no guarantee that 180 Holdings BV Security Tokens can ultimately be (re)sold for any specific price per 180 Holdings BV Security Token, or at all.
2. The Purchaser acknowledges that Purchaser has such knowledge and experience in technical and business matters (including those that relate to the services and products), cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology to evaluate the merits and risks of entering into this Agreement and of purchasing and taking delivery of 180 Holdings BV Security Tokens.
3. Purchaser represents and covenants that it has required adequate information on which to base its decision to purchase and take delivery of 180 Holdings BV Security Tokens and the terms and conditions of this Agreement.

### 7. 7. INDEMNITY

1. To the fullest extent permitted by applicable law, Purchaser will indemnify, defend and hold harmless the Seller and the respective past, present and future

employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, including any such other entities or parties involved or connected with the execution of the Agreement from and against all claims, demands, actions, damages, losses, loss of profit, costs and expenses (including attorneys' fees) that arise from or relate to: (1) the entering into this Agreement and any agreement resulting thereof or the execution thereof, the Purchase and acceptance of delivery of 180 Holdings BV Security Tokens, (2) the Seller's responsibilities or obligations under this Agreement, (3) the Seller's violation of this agreement, or (4) the Seller's violation of any applicable laws or regulations or the rights of any other person or entity.

2. Seller is not a bank. If Purchaser loses possession or control over his token wallet or private key to access his wallet, this is for his own risk. If the 180 Holdings BV Security Tokens are lost or Purchaser cannot access his wallet, Purchaser shall not be able to exercise its right as depository receipt holder (180 Holdings BV Security Token holder). Seller is in no event liable for unauthorized use of/or access to the Purchaser's wallet.
3. The Seller reserves the right to exercise sole control over the defense, at Purchaser's expense, of any claim subject to indemnification. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Purchaser and the Seller.
4. The Seller and its representatives as mentioned under clause 6.1 shall not be liable to Purchaser for the sale of any 180 Holdings BV Security Token. Purchaser acknowledges that the past performance does not provide any guarantee for the future nor do the 180 Holdings BV Security Tokens represent any guarantee for profit or what so ever.
5. Each of the Parties hereby further waives, and each of the Parties accepts the same for the other Parties, the applicability of title 1 of Book 7 of the Dutch Civil Code.
6. Notwithstanding section 6 of this Agreement, the Seller's liability shall in no event be more than the repayment of the Purchase Price.

## 8. 8. RIGHTS AND DIVIDEND

1. Purchaser shall have rights to dividend connected to the holding of the 180 Holdings BV Security Tokens if the following conditions are met:
  1. Purchaser shall follow identification procedures set out and stipulated by the 180 Holdings BV; and
  2. The transaction (Purchase and transfer of 180 Holdings BV Security Token(s) is acknowledged by 180 Holdings BV B.V. in accordance with Dutch law.
2. Rights to dividend can be exercised by the smart contract via the wallet of Purchaser at the address <dapp.180.investments>.
3. Dividend shall be payable in Euro's, Tokens, Bitcoins or Ethers, whichever the board of 180 Holdings BV decides.

## 9. 9. DILUTION AND TRADE

1. Purchaser is aware and accepts that 180 Holdings BV has the right to dilution of the Share Capital in 180 Holdings BV. 180 Holdings BV B.V. is authorized to sell and transfer all of the shares it owns in the Share Capital of 180 Holdings BV to a purchaser in accordance with the articles of association of 180 Holdings BV and the conditions of registration of 180 Holdings BV. In

such event the holders of the depository receipts (180 Holdings BV Security Token) are entitled to the proceeds received by 180 Holdings BV in their relevant proportion to their share in the share capital of 180 Holdings BV.

2. 180 Holdings BV Security Tokens shall be only be transferred via [dapp.180.investments](https://dapp.180.investments) and the platforms approved by the board of 180 Holdings BV.

#### 10.10. PRIVACY

1. Purchaser is aware and accepts that his or her public key (unique deposit address used for the Purchase) shall be publicly distributed on the blockchain as this is inherent to the technology under which the transaction is to be conducted.
2. Your personal data is processed in accordance with our privacy policy as published on the main website of 180 Holdings BV.

#### 11.11. VALUATION PRICE

1. Valuation of Ethers and Bitcoins shall be in Euro's and the equivalent of Ethers and Bitcoins according to applicable exchange rates published on [www.cryptocompare.com](https://www.cryptocompare.com) as of the time the unique deposit address receives Ethers of Bitcoins.

#### 12.12. DISSOLUTION AND ANNULMENT

1. Each of the Parties hereby waives the right, and each of the Parties accepts the same, to cancel (opzeggen), to dissolve or bring an action to dissolve this Agreement (ontbinding) and/or to annul or bring an action to annul this Agreement (vernietiging) or alter the nature of this Agreement on the basis of unforeseen circumstances (onvoorziene omstandigheden) or suspend (opschorten) any of the obligations assumed hereunder as from the moment of its execution and full receipt of the Purchase Price by Seller.

#### 13.13. IDENTITY OF 180 HOLDINGS BV

1. 180 Holdings BV is the company that is issuing the shares called 180 Tokens. The administration of the 180 Tokens is managed by a specialized administrative department of 180 Holdings BV). This entity, has only the task to manage the shares of 180 Holdings BV.

180 Holdings BV  
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The Netherlands

+31 (0) 626340712

[support@180.works](mailto:support@180.works)

<https://180.works>

Chamber of Commerce: .....

Bank name: .....

IBAN: .....

BIC: .....

VAT Number: .....

#### 14.14. GOVERNING LAW AND JURISDICTION

1. This Agreement shall be exclusively governed by law of The Netherlands.
2. All disputes arising out of or in connection with this Agreement or further agreements resulting thereof, including any disputes in connection to the 180 Holdings BV Security Token, 180 Holdings BV and its board or board

members shall be settled by arbitration in accordance with the arbitration rules adopted by 180 Holdings BV which are applicable at the time of and request for arbitration. The arbitration shall be governed under Dutch law. The proceedings will be conducted in English in The Hague, The Netherlands.

3. To the extent permitted by Dutch law, all injunctions, provisional measures and requests for the preliminary hearing of witnesses shall be submitted to the exclusive jurisdiction of the District Court of the Hague.