

BANKBOOK® TOKENS

Terms and Conditions

This agreement contains the terms and conditions under which BankBook® Tokens are issued or sold and subsequently transferred to Purchaser.

1. INTERPRETATION

- 1.1. Unless explicitly stated otherwise, the following terms shall have the following meaning (and grammatical variations of such terms shall have corresponding meanings):
 - 1.1.1. Agreements mean this agreement and all attached appendixes, schedules and/or annexes;
 - 1.1.2. BankBook® Participation Plan means the bonusplan set out in Annex 1 to this Agreement;
 - 1.1.3. BankBook® Tokens means the Tokens to be issued by the Seller and each Share represent a certified share in BankBook B.V. which are issued by Stichting Administratiekantoor BankBook;
 - 1.1.4. Conditions Precedent means *opschortende voorwaarden* as defined the Netherlands Civil Code;
 - 1.1.5. Effective Date means the date and specific time the transfer of the BankBook® Token is registered in the blockchain;
 - 1.1.6. Eligible Contractor means the Purchaser which is entitled to participate in in the BankBook® Participation Plan;
 - 1.1.7. Party or Parties mean(s) each of Seller, Purchaser individually or collectively
 - 1.1.8. Purchaser means the legal person or entity that is acquiring BankBook® Tokens either by issue or sale;
 - 1.1.9. Purchase Price means the amount in Euro's, Bitcoins or Ethers as defined in clause 3.1 and provided in the Smart Contract;
 - 1.1.10. Seller means Stichting Administratiekantoor BankBook or the entity that has acquired a BankBook® Tokens and is selling or offering the BankBook® Token(s) to a Purchaser;

- 1.1.11. Smart Contract means the program stored on the blockchain used by BankBook to execute the issuance of BankBook® Tokens;
- 1.2. In this Agreement, clause headings are inserted for convenience purposes only. They shall not affect the construction or interpretation of this Agreement.
- 1.3. Where this Agreement uses the term “sale” or “sell” it shall also mean the issue of BankBook® Tokens by Stichting Administratiekantoor BankBook where applicable.
- 1.4. 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.
- 1.5. 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. SALE OF SHARES

- 2.1. 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 BankBook® Tokens as identified in the Smart Contract.
- 2.2. The terms and conditions of the Stichting Administratiekantoor BankBook as attached to this Agreement shall apply and are explicitly accepted by Purchaser. Purchaser acknowledges and hereby confirms that these term and conditions are attached to this agreement. These terms are also published on community.bankbook.nl
- 2.3. The BankBook® Tokens shall be for the risk and account of Purchaser as per the Effective Date.
- 2.4. The BankBook® Tokens shall have dividend rights as per the Effective Date. Voting rights are excluded.
- 2.5. Delivery of the BankBook® Tokens to Purchaser shall effectuated by crediting to the unique deposit address of Purchaser.

3. PURCHASE PRICE

- 3.1. The purchase price for the BankBook® Tokens payable by Purchaser to Seller is the Purchase Price as provided in the Smart Contact (the "Purchase Price").
- 3.2. The Purchase Price shall be payable in Euro's, Bitcoins or Ethers or if Purchaser is an Eligible Contractor the Purchase Price for any Issuance of BankBook® Tokens will be fulfilled under the Conditions of the BankBook® Participation Plan (Annex 1 to this Agreement), which terms are also published on community.bankbook.nl and may be updated and/or changed from time to time.

4. CONDITIONS PRECEDENT

- 4.1. The sale and transfer of the Shares contemplated in clause 2 is subject to successful payment of the Purchase Price in full or - when applicable - the fulfilment of the conditions under the BankBook® Participation Plan.

5. REPRESENTATIONS

- 5.1. The Purchaser understands that there is no guarantee that BankBook® Tokens can ultimately be (re)sold for any specific price per BankBook® Token, or at all.
- 5.2. 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 BankBook® Tokens.
- 5.3. The Purchaser understand that the BankBook® Participation Plan will be updated from time to time, which may include decisions that are detrimental to the (economic) position of the Purchaser, while taking into account that every decision to change the BankBook® Participation Plan will have the greatest of interest at hart of BankBook in its entire form.
- 5.4. Purchaser represents and covenants that it has required adequate information on which to base its decision to purchase and take delivery of BankBook® Tokens and the terms and conditions of this Agreement.

6. INDEMNITY

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

ees, 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 BankBook® 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.

- 6.2. Seller is not a bank. If Purchaser loses possession or control over its token wallet or private key to access its wallet, this is for his own risk. If the BankBook® Tokens are lost or Purchaser cannot access its wallet Purchaser may not be able to exercise its right as depository receipt holder (BankBook® Tokenholder). Seller is in no event liable for unauthorized use of/or access to the Purchases wallet.
- 6.3. The Seller reserves the right to exercise sole control over the defence, 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.
- 6.4. The Seller and its representatives as mentioned under clause 6.1 shall not be liability to Purchaser for the sale of any BankBook® Token. Purchaser acknowledges that the past performance does not provide any guarantee for the future nor do the BankBook® Tokens represent any guarantee for profit or whatsoever.
- 6.5. 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 Dutch Civil Code.
- 6.6. Notwithstanding section 6 of this Agreement, the Sellers liability shall in no event be more than the repayment of the Purchase Price.

7. VOTING RIGHTS AND DIVIDEND

- 7.1. Purchaser shall have rights to dividend connected to the holding of the BankBook® Tokens in BankBook B.V. if the following conditions are met:
 - a. Purchaser shall follow identification procedures set out and stipulated by the Stichting Administratiekantoor BankBook; and

- b. The transaction (Purchase and transfer of BankBook® Token(s) is acknowledged by Stichting Administratiekantoor BankBook in accordance with Netherlands law;
- 7.2. Rights to dividend can be exercised by the smart contract via the wallet of Purchaser at the address <https://community.bankbook.nl/>
- 7.3. Dividend shall be payable in Euro's or Ethers, BankBook® Tokens or whichever the board of BankBook B.V. decides.
- 7.4. The Board of Stichting Administratiekantoor is authorized to sell and transfer all of the shares it owns in the Share Capital of BankBook B.V. to a purchaser in accordance with the articles of association of Stichting Administratiekantoor BankBook and the conditions of registration of Stichting Stichting Administratiekantoor BankBook. In such event the holders of the depository receipts (BankBook® Tokens) are entitled to the proceeds received by Stichting Administratiekantoor BankBook in their relevant proportion to their share in the share capital of BankBook B.V.

8. DILUTION AND TRADE

Purchaser is aware and accepts that BankBook B.V. and/or Stichting Administratiekantoor BankBook have the right to dilution of BankBook® Tokens as can be decided by the Shareholders of BankBook B.V. and/or the Board of Stichting Administratiekantoor BankBook.

- 8.1. BankBook® Tokens shall only be traded or transferred via <https://community.bankbook.nl/> and the approved platform by the board of Stichting Administratiekantoor BankBook. The Transfers shall be only allowed between Eligible Contactors or that the discretion of the Board of the Stichting Administratiekantoor BankBook

9. PRIVACY

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.

Your personal data is processed in accordance with our privacy policy as published on <https://community.bankbook.nl/information>

10. VALUATION PRICE

- 10.1. Valuation of any cryptocurrency shall be in Euro's and the equivalent of the crypto currency according to applicable exchange rates published on <https://www.crypto-compare.com/> as of the time the unique deposit address receives payment of such crypto currency.

11. DISSOLUTION AND ANNULMENT

- 11.1. 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.

12. GOVERNING LAW AND JURISDICTION

- 12.1. This Agreement shall be exclusively governed by Netherlands law.
- 12.2. All disputes arising out of or in connection with this Agreement or further agreements resulting thereof, including any disputes in connection to the BankBook® Tokens, BankBook, Stichting Administratiekantoor BankBook, and its board or board members shall be settled by arbitration in accordance with the arbitration rules adopted by the board of Stichting Administratiekantoor BankBook which are applicable at the time of and request for arbitration. The arbitration shall be governed under Netherlands law. The proceedings will be conducted in English in The Hague, The Netherlands.
- 12.3. 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.

13. BANKBOOK

- 13.1. BankBook B.V. is the company that is issuing the shares which are administrated by the Stichting administratiekantoor BankBook. This foundation issues the depository receipts to the shares which are called Security Tokens.

Annex 1 - BankBook® Participation Plan

Each Eligible Contractor is entitled to BankBook® Tokens and a yearly bonus of BankBook® Tokens based on the annual number of hours worked as Eligible Contractor.

In order to retain the right to BankBook® Tokens the Eligible Contractor shall fulfil the following conditions:

- The Eligible Contractor has been engaged for at least one full year with the client.
- The Eligible Contractor has worked more than 1 hours in aggregate for the clients of Addition Knowledge House or Addition Consultancy.
- The Eligible Contractor is not dismissed or accused of or under scrutiny for any misconduct, fraudulent behavior or any other investigation.

Participation Plan

Hours Annually Worked	BankBook® Tokens	Nominal Value	Economic Value
1	10	0.0001	0.01

* The aforementioned BankBook® Plan is based on the issuance of 20 million BankBook® Tokens, and 80 million normal shares i.e., equivalent to an equity value of the company of 10 million euros. In the event the company would require addition financing or other issuance of equity would be required, the Eligible Contractor may be dilute. The Economic value of the BankBook® Token may therefore be subject to change, including the number of Tokens to be issued as a Bonus for the Annually Worked Hours.

**The hours registered in the accounts of BankBook are leading and non-contest-able.