

LEGACY FUND TOKEN SALE TERMS

This agreement contains the terms and conditions under which Legacy Fund 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. Legacy Fund Tokens means the Tokens to be issued by the Seller and each Legacy Fund Token represent a certified share in Dutch Legacy Fund which are issued by Stichting Administratiekantoor Dutch Legacy Fund;

1.1.3. Seller means Stichting Administratiekantoor Dutch Legacy Fund or the entity that has acquired a Legacy Fund Token and is selling or offering the Legacy Fund Token(s) to a Purchaser;

1.1.4. Effective Date means the date and specific time the transfer of the Legacy Fund Token is registered in the blockchain;

1.1.5. Party or Parties mean(s) each of Seller, Purchaser individually or collectively;

1.1.6. Conditions Precedent means opschortende voorwaarden as defined the Netherlands Civil Code;

1.1.7. Purchaser means the entity that is acquiring Legacy Fund Tokens either by issue or sale;

1.1.8. 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.

1.1.9. Purchase Price means the amount in Euro's, Bitcoins or Ethers as defined in clause 3.1 and provided in the DApp;

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 Legacy Fund Tokens by Stichting Administratiekantoor Dutch Legacy Fund 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 Legacy Fund Tokens as identified in the Smart Contract.
- 2.2. The terms and conditions of the Stichting Administratiekantoor Dutch Legacy Fund 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. These terms are also published on GitHub.
- 2.3. The Legacy Fund Tokens shall be for the risk and account of Purchaser as per the Effective Date.
- 2.4. The Legacy Fund Tokens shall have dividend and voting rights as per the Effective Date.
- 2.5. Delivery of the Legacy Fund Tokens to Purchaser shall be effectuated by crediting to the unique deposit address of Purchaser.

3. PURCHASE PRICE

- 3.1. The purchase price for the Legacy Fund Tokens payable by Purchaser to Seller is the Purchase Price as provided via the DApp(the "Purchase Price").
- 3.2. The Purchase Price shall be payable in Euro's, Bitcoins or Ethers.

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.

5. REPRESENTATIONS

- 5.1. The Purchaser understands that there is no guarantee that Legacy Fund Tokens can ultimately be (re)sold for any specific price per Legacy Fund 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 Legacy Fund Tokens.
- 5.3. Purchaser represents and covenants that it has required adequate information on which to base its decision to purchase and take delivery of Legacy Fund 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 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:

- 6.1.1. the entering into this Agreement and any agreement resulting thereof or the execution thereof, the Purchase and acceptance of delivery of Legacy Fund Tokens,
 - 6.1.2. the Seller's responsibilities or obligations under this Agreement,
 - 6.1.3. the Seller's violation of this agreement, or
 - 6.1.4. 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 Legacy Fund Token's are lost or Purchaser cannot access its wallet Purchaser shall not be able to exercise its right as certificate holder (Legacy Fund Tokenholder). Seller is in no event liable for unauthorized use of/or access to the Purchaser's 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 liable to Purchaser for the sale of any Legacy Fund Token. Purchaser acknowledges that the past performance does not provide any guarantee for the future nor do the Legacy Fund 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 Seller's liability shall in no event be more than the repayment of the Purchase Price.

7. RIGHTS AND DIVIDEND

- 7.1. Purchaser shall have voting rights and rights to dividend connected to the holding of the Legacy Fund Tokens in Dutch Legacy Fund if the following conditions are met:
 - 7.1.1. Purchaser shall follow identification procedures set out and stipulated by the Stichting Administratiekantoor Dutch Legacy Fund; and
 - 7.1.2. The transaction (Purchase and transfer of Legacy Fund Token(s)) is acknowledged by Stichting Administratiekantoor Dutch Legacy Fund in accordance with Netherlands law;
- 7.2. Voting rights and rights to dividend can be exercised by the smart contract via the wallet of Purchaser at the address <https://legacyfund.capital>.
- 7.3. Dividend shall be payable in Euro's or Ethers, whichever the board of Dutch Legacy Fund decides.

8. DILUTION AND TRADE

- 8.1. Purchaser is aware and accepts that Dutch Legacy Fund and/or Stichting Administratiekantoor Dutch Legacy Fund have the right to dilution of Legacy Fund Tokens.
- 8.2. Legacy Fund Tokens can only be traded or transferred via <https://legacyfund.capital> and via any platform approved by the board of Stichting Administratiekantoor Dutch Legacy Fund.

9. PRIVACY

- 9.1. 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.

10. VALUATION PRICE

- 10.1. Valuation of Ethers and Bitcoins shall be in Euro's and the equivalent of Ether and Bitcoins according to applicable exchange rates published on www.cryptocompare.com as of the time the unique deposit address receives Ether or Bitcoin.

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 Legacy Fund Tokens, Dutch Legacy Fund, Stichting Administratiekantoor Dutch Legacy Fund, and its board or board members shall be settled by arbitration in accordance with the arbitration rules adopted by the board of Stichting Administratiekantoor Dutch Legacy Fund 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.

Contact Details:

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