

## PRIMALBASE TERMS AND CONDITIONS

These terms and conditions apply to the Services that Prembco Amsterdam B.V. ("**Primalbase Amsterdam**") and its affiliates, including but not limited to Prembco Holding B.V. ("**Primalbase Holding**"), Prembco Berlin GmbH ("**Primalbase Berlin**") and Prembco London Ltd ("**Primalbase London**") will render to Primalbase Members at the Primalbase Locations.

For the purpose of these terms and conditions:

- (i) "**Applicable Laws and Regulations**" means any (civil and criminal) law, rule, regulation, order, injunction, notice, approval or judgment of any national, federal, state, provincial or local government or governmental department, agency, court, board or the like of the jurisdiction where the Primalbase entity that renders the Services to the Primalbase Member is located.
- (ii) "**Digital Units**" means digital representation of value that is neither issued by a central bank or public authority nor necessarily attached to a currency, but is used by natural or legal persons as a means of exchange and can be transferred, stored or traded electronically, including but not limited to Ether, Bitcoins and Waves.
- (iii) "**Primalbase**" means Primalbase Amsterdam, Primalbase Holding, Primalbase Berlin and/or Primalbase London.
- (iv) "**Primalbase PBT Owner**" means the natural person that is the legitimate owner of one or more single PBTs who proved his/her legitimate ownership of such PBT(s) via the wallet verification procedure on the Primalbase Website as further set forth in Clause 1.2 of these terms and conditions
- (v) "**Primalbase PBT Holder**" the natural person that temporarily holds a PBT in accordance with this Agreement and validly made a booking via the Primalbase Website as further set forth in Clause 1.2 of these terms and conditions.
- (vi) "**Primalbase Members**" mean the Primalbase PBT Owners and the Primalbase Holders collectively.
- (vii) "**PBT**" is that certain utility electronic asset issued and/or provided by a Third Party or a computer-program.
- (viii) "**Primalbase Remuneration**" has the meaning as set forth in Clause 1.5.1.
- (ix) "**Primalbase PBT Owner Remuneration**" has the meaning as set forth in Clause 1.5.2.
- (x) "**Primalbase Locations**" means Amsterdam, Berlin and London.
- (xi) "**Primalbase Website**" means the website under the domain name [www.primalbase.com](http://www.primalbase.com).
- (xii) "**Primalbase Booking Amount**" has the meaning as set forth in Clause 1.2.3.
- (xiii) "**Services**" has the meaning as set forth in Clause 1.1. of this Agreement.
- (xiv) "**Third Party**" any (legal) entity or natural person not being Primalbase Amsterdam, Primalbase Holding, Primalbase Berlin or Primalbase London.
- (xv) "**Third Part Transaction Fees**" has the meaning as set forth in Clause 1.5.5.
- (xvi) "**Business Day**" means each Monday, Tuesday, Wednesday, Thursday and Friday on which the banks are open.

## **1. Services / Booking Process / Fees**

1.1 Services. Explicitly subject to the terms and conditions of this Agreement including the booking process as set forth in Clause 1.2 of these Terms, a Primalbase PBT Owner or a Primalbase PBT Holder is entitled to the following services:

- (i) right to temporary use a single desk for personal use only in the specifically designated areas of any of the Primalbase Locations;
- (ii) right to temporary use a private office for personal use only in the specifically designated areas of any of the Primalbase Locations in case such office is available. This Service is only available for Primalbase PBT Owners who own 4 or more single PBTs and for Primalbase PBT Holders to whom 4 or more single PBTs have been made available through the booking process via the Primalbase Website.
- (iii) right to temporary use a meeting room by special request to Primalbase via [amsterdam@primalbase.com](mailto:amsterdam@primalbase.com), [berlin@primalbase.com](mailto:berlin@primalbase.com) or [london@primalbase.com](mailto:london@primalbase.com);
- (iv) provide internet access at the Primalbase Locations; and
- (v) right to use copying, printing and document scanning amenities at the Primalbase Locations;

(hereinafter collectively: "**Services**").

1.2 Primalbase London. The Services are not available for Primalbase PBT Holders at the Primalbase location in London.

1.2. Booking Process.

1.2.1 General. In order to book a single desk or a private office at one of the Primalbase Locations the Primalbase PBT Owner and the Primalbase PBT Holder have to create an account with Primalbase Amsterdam via the Primalbase Website, whereby the Primalbase PBT Owner or the Primalbase PBT Holder will have to provide his/her full e-mail address, first name and surname.

1.2.2 Primalbase PBT Owner. For a Primalbase PBT Owner to book a single desk or a private office free of charge, the Primalbase PBT Owner has to successfully pass the following procedure:

- (a) wallet procedure;
- (b) choose a service type;
- (c) choose the dates on which the Primalbase PBT Owner wishes to book the single desk or private room, whereby the single desk or private room should be booked for minimal 1 (one) day and for maximum a total of 90 (ninety) consecutive calendar days (Important Note: please note that the Primalbase Locations are only open during Business Days); or choose the dates on which the Primalbase PBT Owner wishes to book the private room, whereby the private room should be booked for minimal 1 (one) calendar day and for maximum of 14 (fourteen) consecutive calendar days (Important Note: please note that the Primalbase Locations are only open during Business Days);
- (d) receive a booking confirmation from Primalbase.

1.2.3 Primalbase PBT Holder. For a Primalbase PBT Holder to book a single desk or a private office, the Primalbase PBT Holder has to successfully pass the following procedure:

- (a) choose a service type;
- (b) choose the dates on which the Primalbase PBT Holder wishes to book the single desk or private room, whereby the single desk or private room should be booked for minimal 1 (one) calendar day and for maximum a total of 90 (ninety) consecutive calendar days (Important Note: please note that the Primalbase Locations are only open during Business Days); or choose the dates on which the Primalbase PBT Holder wishes to book the private room, whereby the private room should be booked for minimal 1 (one) calendar day and for maximum of 14 (fourteen) consecutive calendar days (Important Note: please note that the Primalbase Locations are only open during Business Days); and
- (c) successfully transfer the required amount of Digital Units via the unique wallet address provided by Primalbase Amsterdam to Primalbase PBT Holder addresses which is provided as set forth in Clause 1.4. ("Primalbase Booking Amount").
- (d) receive a booking confirmation from Primalbase.

1.3 Making PBT Available To Primalbase PBT Holder. A Primalbase PBT Owner can make one or more PBTs available to a Primalbase PBT Holder in order to enable the Primalbase PBT Holder to receive the Services on the following conditions:

The Primalbase PBT Owner will have to:

- (i) create an account with Primalbase Amsterdam via the Primalbase Website, whereby the Primalbase PBT Owner will have to provide his/her full e-mail address, first name and surname;
- (ii) send at least one single PBT to the unique wallet address provided by Primalbase Amsterdam;
- (iii) set an amount of PBTs, a price for making the PBTs available per day, set a booking window, provide Ethereum wallet address for payments by and submit an order as set out on the Primalbase Website.

The Primalbase PBT Owner may cancel making the PBT available to a Primalbase PBT Holder but only if the said PBT has not been reserved or used by a Primalbase PBT Holder for booking purposes. The procedure to return the PBT to the Primalbase PBT Owner may take up to 24 hours.

1.4 Use of PBT by Primalbase Holder. A Primalbase PBT Holder can use the PBT(s) made available to him/her by the Primalbase PBT Owner following the booking process as set forth in Clause 1.2.3.

1.5 Fees and Payments.

1.5.1 Primalbase Remuneration. For each confirmed booking in accordance with Clause 1.2., Primalbase Amsterdam is entitled to 10% of the amount of Digital Units paid by the Primalbase PBT Owner ("Primalbase Remuneration").

1.5.2 Primalbase PBT Owner Remuneration. For each confirmed booking in accordance with Clause 1.2., the Primalbase PBT Owner is entitled to the amount of Digital Units paid by the Primalbase PBT Holder minus the Primalbase Remuneration ("Primalbase PBT Owner Remuneration").

1.5.3 Set Off Primalbase Remuneration. Primalbase will automatically set off the Primalbase Remuneration against the Primal PBT Owner Remuneration as a result that the Primalbase PBT Owner receives the Primalbase PBT Owner Remuneration.

- 1.5.4 Prices. The prices for the Services are not fixed and may vary at any given time depending on the prices indicated or set by the Primalbase PBT Owner that makes the PBT available to the Primalbase PBT Holder in accordance with Clause 1.3.

The prices for the Services do not include the Third Party Fees as set forth in Clause 1.5.4. The Primalbase PBT Holder is solely responsible and liable for paying the Third Party Fees.

- 1.5.5 Third Party Fees. Third Party Networks, such as Ethereum and Waves, (may) require the payment of a fee for every transaction that takes place on or via their networks (for example: a “Gas Fee” in Ethereum, a “Transaction Fee” in Waves; collectively “Third Party Transaction Fees”).
- 1.5.6 No Liability. Except as set forth by the statutory Applicable Laws, Primalbase will have no liability for any damages and/or costs that the Primalbase PBT Owners, the Primalbase Non PBT Members and/or any Third Party may incur as a result of paying through the Third Party Digital Units platforms.
- 1.5.7 Cancellation by Primalbase PBT Owners. Primalbase PBT Owners may cancel bookings at any time without incurring any costs.
- 1.5.8 Cancellation by Primalbase PBT Holder. Primalbase PBT Holders may cancel the booking(s) made. However, in such case the Primalbase PBT Holder are non entitled to a refund of the Primalbase Booking Amount.
- 1.5.9 No VAT. Primalbase and the Primalbase PBT Owners individually and collectively assume that no VAT is applicable to the payments relating to making the PBT available by the Primalbase PBT Owner to the Primalbase PBT Holder. If any VAT is applicable, the Primalbase PBT Owner will be responsible for paying the applicable VAT to the Primalbase PBT Owner Remuneration and Primalbase will be responsible for paying the applicable VAT to the Primalbase Remuneration.
- 1.6 Personal Data. Primalbase PBT Owners and Primalbase PBT Holders hereby give their explicit consent to Primalbase Amsterdam, Primalbase Berlin and Primalbase London to use the information and (personal) data provided by them to Primalbase for the purpose of rendering the Services. Primalbase Members shall immediately inform Primalbase Amsterdam in case the information provided has changed. In case Primalbase Amsterdam -at any time- discovers that the information provided by a Primalbase Member is inaccurate, fraudulent or incomplete, Primalbase Amsterdam may -at no costs and without being liable towards the Primalbase Members- decide to refuse access to the Primalbase Locations and/or immediately terminate the Services. Primalbase retains the right to change and/or amend the verification procedure at any time without given notice to the Primalbase Members.
- 1.7 Further Limitations. Primalbase Members can only make a reservation for a desk or a private office at one Primalbase Location at the same time. Primalbase cannot guarantee that desks or private offices, meeting rooms are available. In case a Primalbase Member does not use the desk or private office, and the Primalbase Member has not notified Primalbase 24 hours prior to the booking, Primalbase has the right to not accept one or more (future) bookings. In case the Primalbase Member ceases to be the legitimate owner of the PBT, Primalbase may decide to refuse access to the Primalbase Locations and/or immediately terminate the Services. Only the Primalbase Members has access to the Primalbase Locations. The booking is not transferable, nor assignable to another person and/or entity.
- 1.8 No Ownership. The desks and private rooms booked by the Primalbase Members remain the property of, in possession and control of Primalbase Amsterdam, Primalbase Berlin and Primalbase London as the case may be. Nothing in these terms and conditions shall (i) create between Primalbase the (legal) relationship of landlord and tenant or lessor and lessee; or (ii) grant to the Primalbase Members any title, right, interest, lien, ownership or possession right or any related rights in and to the desk, private offices, meeting rooms of Primalbase.

- 1.9 Use of Internet. The internet access is free of charge and is available only during the opening hours of the relevant Primalbase Location, which may be found at the appropriate section of the Primalbase Website. The internet service is provided on a as is basis and Primalbase shall not be accept liable for any damages and/or costs the Primalbase Members may suffer and/or incur as a result from the use of the internet service, including any damages/and or costs due to the inability to use the internet service.
- 1.10 Use of Printing Facilities. The copying, printing and document scanning amenities are either free of charge or chargeable (only reasonable costs). This service is provided on a as is basis and Primalbase shall not be accept liable for any damages and/or costs the Primalbase members may suffer and/or incur as a result from the use of this service, including any damages/and or costs due to the inability to use this service.
- 1.11 Applicable Laws and Regulations. The Primalbase Members hereby agree that they, at all times, will comply with the Applicable Laws and Regulations when using the Services including internal regulations (House rules) of Primalbase and its affiliates. In this respect, Primalbase Members may be required to agree to and/or sign additional (local) rules and regulations, such as Primalbase house rules, in order to use the Services.
- 1.12 Service Providers. In the Netherlands, the Services are rendered by Primalbase Amsterdam, in the United Kingdom by Primalbase UK and in Germany by Primalbase Germany. By agreeing to the terms and conditions and/or using the Services, the Primalbase Member establishes a binding legal relationship with the local Primalbase Entity.

## **2. Privacy**

- 2.1 Explicit Consent to Collect and Process. To the extent required by the applicable law, the Primalbase PBT Owners and Primalbase PBT Holders hereby give Primalbase Amsterdam, Primalbase Holding, Primalbase Berlin and Primalbase London his/her explicit consent to receive, collect and process the following information in order to render, or assist with rendering, the Services: e-mail address, first name, password, surname, wallet details, and full booking details. We will store this information as long as you use the Services and will permanently delete this information one year after the Services have been terminated.
- 2.2. Explicit Consent to Share. To the extent required by the applicable law, the Primalbase PBT Owners and Primalbase PBT Holders hereby give to Primalbase Amsterdam explicit consent to share the information and (personal) data under Clause 2.1 with Primalbase Holding, Primalbase Berlin and Primalbase London in order to enable Primalbase Berlin and Primalbase London to render the Services to the the Primalbase PBT Owners and Primalbase PBT Holders; and to enable Primalbase Holding to assist with rendering the Services.
- 2.3 Applicability Privacy Policy. Primalbase's Privacy Policy as attached as Annex 1 to this Agreement forms an integral part of this Agreement and the The Primalbase PBT Owners and Primalbase PBT Holders explicitly agree to the applicability of this Privacy Policy.
- 2.4 Compliance. Primalbase undertakes that, in performing its obligations, it shall comply with the provisions of the General Date Protection Regulation and all other applicable laws relating to the processing of personal data as defined in the General Date Protection Regulation.

## **3. Liability**

- 3.1 To the extent permitted by the Applicable Law and Regulations, Primalbase is not liable for any damages and/or costs the Primalbase Members may incur with respect to and/or ensuing from rendering the Services.
- 3.2 Primalbase Members are solely responsible to keep their belongings and property, such as bags, lap tops and mobile devices, safe and secure. Primalbase is not liable for any losses or damages of such property.

3.3 The Primalbase Members hereby indemnifies Primalbase for any and all loss, damages and costs Primalbase may suffer and/or incur due to breach or violation of one or more of his/her obligations towards Primalbase under this Agreement and from any unlawful act.

#### **4. Governing Law**

4.1 Subject to statutory applicable laws and regulations, this Agreement and any non-contractual obligations arising out or in connection with it are exclusively governed by Dutch Law. Subject to statutory applicable laws and regulations, the District Court of Amsterdam shall have exclusive jurisdiction with respect to any dispute arising out of or in connection with this Agreement, including any dispute regarding the existence, validity or termination of this Agreement or any non-contractual disputes arising out or in connection with this Agreement.

4.2 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior written or oral agreements and understandings with respect to such subject matter. All Annexes are hereby deemed incorporated within this Agreement.

4.3 If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect any of the other portions of this Agreement. Failure or delay by either party in exercising any right or power hereunder shall not operate as a waiver of such right or power. Any waiver by the party waiving a right hereunder shall be in writing by the waiving party.

4.4 The following Sections shall survive any expiration or termination of this Agreement: 3.

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ANNEX 1 – PRIMAL BASE PRIVACY POLICY