

PARKSEN – PARQ FOUNDATION TOKEN SALE AGREEMENT

Dated: May 9th, 2018

This document serves as a Token Sale Agreement (“Sale Agreement”, “Agreement”) between you (“Purchaser”, “User”, “you”), Parksen and the ParQ Foundation, both Dutch companies located at Paasheuvelweg 50 in Amsterdam, the Netherlands (“Parksen”, “Company”, “Companies”, “us”). Together, each one of you, Parksen and the ParQ Foundation will be considered a “Party” (or “Parties” collectively).

The Purchaser is required to read the Parksen Whitepaper, accompanying Privacy Policy and general Terms and Conditions before buying PARQ tokens, these documents can be found on the <https://www.parqtoken.com> website. When purchasing tokens, you will have to agree to the terms set in this Agreement, as well as the Terms in our other legal documentation. If you have any additional questions, please don’t hesitate to send us a message through support@parqtoken.com.

The Purchaser acknowledges, understands and agrees to the following:

- Parksen is developing a Platform and a real-time App, details of which can be found in our Whitepaper (“Whitepaper”).
- PARQ Tokens (“PARQ”, “Token”, “Tokens”) are Utility Tokens and do not imply dividends, distribution of company profits or equity stake position in a Parksen company. The Tokens are solely meant for use within the Green, Smart and Connected City Platform (“Platform”) and the Parksen Parking app (“App”).
- All purchases of PARQ are final and non-refundable.
- Purchaser understands that by purchasing PARQ and participating in the ICO, they engage in a binding Agreement in the form of these Terms.
- Parksen B.V. reserves the right to refuse or cancel Tokens at any time at its own discretion.

1. ACCEPTING PARKSEN LEGAL DOCUMENTATION

- 1.1 The Token Sale Agreement will become active and binding for both parties when the Purchaser checks the box during a Token Purchase procedure on the <https://www.parqtoken.com> site (“Website”) when

asked if he/she has read, understands and agrees to the terms of the Agreement.

- 1.2 Parksen has made the general Terms and Conditions available on the Website, to which we may refer across the span of this Agreement. The Purchaser is hereby notified of it's existence and has read, understands and agrees to the Terms and Conditions on our Website.
- 1.3 Parksen has made the technical Whitepaper available on the Website, to which we may refer across the span of this Agreement. The Purchaser is hereby notified of it it's existence and has read and understands the content of the Parksen Whitepaper.

2. PARQ TOKEN SPECIFICATIONS AND DISTRIBUTION

- 2.1 As previously mentioned, there are no dividends. The PARQ Tokens are not securities, despite being tradable on cryptocurrency exchanges. They are not a currency, commodity, investment or any other kind of financial instrument, but instead can be used for actions within the Parksen Green, Smart and Connected City Platform and the Parksen Parking app.
- 2.2 The Purchaser understands that the Use of Proceeds, as stated in the Whitepaper, will be utilized by Parksen towards the realization of the product and platform.
- 2.3 Parksen will start distributing PARQ Tokens a month after the pre-sale (date of which is stated in the Whitepaper) has concluded. Before that time, Parksen will provide the Purchaser with specific procedures on how they can buy PARQ Tokens through our Website. By purchasing PARQ, the Purchaser agrees to all of the necessary identification processes prior to, during and after the Token Distribution (Distribution). Failure to comply to these processes may result in Purchaser not receiving their PARQ.
- 2.4 The Token Sale Agreement, general Terms and Conditions and Privacy Policy that apply to a Purchaser also apply to anyone within the Parksen team and advisors.
- 2.5 A Purchaser should not participate in the PARQ ICO for investment purposes. Parksen makes no guarantee or representation or warranty that the Green, Smart and Connected City Platform or the Parksen Parking app will ever be fully adopted or launched without changes to the current plan.

3. DATA GATHERING, SECURITY, PROTECTION AND TAX

- 3.1 The Purchaser is expected to take proper measures to ensure safety of: (a) any connected devices that are used for purchasing and storing PARQ tokens; (b) private keys to their browser or hardware wallet; (c) any login data such as usernames, passwords or alternative credentials. Should it occur that the Purchaser loses their information and consequently their Tokens or if they are no longer able to enter their accounts, Parksen is in no way obligated to retrieve the lost Tokens. Parksen is not liable or responsible for replacing the lost Tokens.
- 3.2 If requested by Parksen, Purchaser is obligated to immediately provide the Company with any and all information that is required to comply with laws, regulations, rules or agreements. Requested documents might include, but are not limited to, passports, drivers license, utility bills, photographs of individuals, identification cards. By agreeing to the Token Sale Agreement, a Purchaser gives the Company consent to disclose the documents and information in order to comply with law, regulations, rules or agreements. Furthermore, the Purchaser understands and agrees that Parksen may refuse to distribute Tokens until the requested information has been provided.
- 3.3 Depending on the country of residence and the tax residency of the Purchaser, the Purchaser acknowledges, understands and agrees that: (a): purchasing Tokens may have tax consequences for Purchasers; (b) the Purchaser is responsible for the Purchaser's compliance with local tax obligations; and (c) Parksen does not have any liability or responsibility with respect to the tax consequences of the Purchaser.

4. REPRESENTATION AND WARRANTIES

By participating in the ICO and purchasing PARQ tokens, the Purchaser represents and warrants to each of the Parksen Parties that:

- 4.1 The Purchaser is allowed and has the authority to uphold this Agreement, use the Parksen Smart Contracts, buy PARQ tokens and to carry out any and all obligations set in this Agreement.
 - 4.1.1 The Purchaser is above the age of 18 years upon buying PARQ tokens.
 - 4.1.2 The Purchaser is currently not viewed as a criminal and is in good standing under the laws of the Purchaser's country of residence.

- 4.2 The Purchaser has prior and sufficient knowledge and experience in business and financial matters, including a thorough understanding of blockchain, crypto, smart contracts and token wallets to evaluate risks that come with buying PARQ Tokens and is able to carry these risks including the potential loss of paid amounts or tokens.
- 4.3 The Purchaser does not use funds, be it fiat, crypto or virtual currency, derived from or related to unlawful activities, including but not limited to, money laundering or terrorist funding, nor will the Purchaser use PARQ Tokens to finance, engage in or support unlawful activities.
- 4.4 The Purchaser acknowledges, understands and agrees to only make payments under the Purchaser's name, be it from a digital wallet or bank account which are not located in a country or territory that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force, and is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 e t s e q .), as amended, and the regulations promulgated thereunder by the Financial Crimes Enforcement Network, as such regulations may be amended from time to time.
- 4.5 The Purchaser will comply with all anti-money laundering and counter-terrorism financing requirements to the extent required by local and international applicable law.
- 4.6 Parties that are the subject of sanctions administered or enforced by any country or government, is organized or a resident of a country or territory that is the subject of Sanctions, even if they are slightly connected to the Purchaser through any shape or form cannot buy or participate in any of the PARQ Token sales.

5. LIMITATION OF LIABILITY

- 5.1 The Parksen Parties are not liable to the Purchaser for any kind of damages, even and if notwithstanding the extent a Parksen Party has been informed about such damages. To the fullest extent permitted by applicable law, the Purchaser disclaims any right or cause of action against Parksen. The Purchaser hereby acknowledges, understands and agrees to not seek any refund, compensation or reimbursement from a Parksen Party, regardless of whether the reason is identified in this Agreement.
- 5.2 The Purchaser understands and agrees that Parksen will not be liable to the Purchaser in connection to any force majeure event, including but not limited to, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware,

software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain related protocol.

- 5.3 The Purchaser releases Parksen from responsibility, liability, claims, demands, and/or damages of any kind and nature, known and unknown, arising out of disputes between the Purchaser and the acts or omissions of third parties.
- 5.4 In the case of an informal dispute, the Purchaser and Parksen will cooperate in good faith to resolve any dispute or claim arising out of, relating to or in a connection with this Agreement.

6. DISCLAIMERS

6.1. Purchaser fully acknowledges, understands and agrees that purchasing PARQ Tokens is entirely at the Purchaser's sole risk and that the PARQ Tokens are each provided, used and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises or guarantees whatsoever of any kind and that the Purchaser shall rely on its own investigation thereof.

6.3. Parksen is not responsible for the rates of any cryptocurrency or their respective relation to fiat currencies.