

COMMISSION MARKETPLACE SALE AGREEMENT

This Commission Marketplace Sale Agreement (“this Agreement”) is made and effective on

BETWEEN

ArtID SAGL (CHE-491.730.643), a corporation organized and existing under the laws of Switzerland with its head office located in Lugano CH 6900, Via dei Gorini n. 3, represented by Mr. Stefano Vablais, hereinafter referred to as “the Company”

- on one side -

the Natural Person	OR	the Company
NAME [REDACTED]		COMPANY NAME
SURNAME [REDACTED]		DIRECTOR
ADDRESS [REDACTED]		HEAD OFFICE
PHONE NUMBER [REDACTED]		PHONE NUMBER
EMAIL ADDRESS [REDACTED]		EMAIL ADDRESS
TIN ¹ [REDACTED]		TIN

AND

hereinafter referred to as “the Artwork Owner” or “AO”

- on the other side -

The Company and the **AO** hereinafter referred to individually as “a Party” and jointly as “the Parties”

WHEREAS

- a) The Company is a Swiss commercial entity with the scope of the development and sale of programs, platforms, websites, digital products aimed to the e-commerce sector (created for the sale of goods and services online);
- b) the Company has developed and it is the owner of the ArtID project (ArtID Project) through the Company offers a platform (ArtID Platform) with an e-commerce Marketplace (ArtID Marketplace) where AOs can show

¹ Information on Taxpayer Identification Number (TIN) is a unique combination of letters and/or numbers assigned by a country to an individual and used to identify the individual for the purpose of administering the tax laws of such country. In the absence of a TIN, a functional equivalent may be used in your country for tax purposes.

Examples of where to find your TIN:

Germany The Federal Central Tax Office («Bundeszentralamt für Steuern») informs taxpayers in writing of their TIN. Each individual who is subject to taxation is assigned a TIN. A taxpayer's TIN is also indicated on tax assessment notices and correspondence from revenue authorities. TINs are comprised of 11 digits.

France French TINs (known as the «numéro fiscal de référence» or «numéro SPI») are issued once an individual is identified by the French Tax Administration as a taxpayer, i.e. the issuance of the TIN occurs following a first tax-return or first tax payment obligation. The TIN may be found on the first page of the pre-filled tax return for income tax («déclaration pré-remplie d'impôt sur le revenu») and on the first page of the notice of assessment («avis d'imposition») of income tax, residence tax or property tax. TINs are comprised of 13 digits.

UK The UK has two TIN-like numbers: the unique taxpayer reference (UTR) and the National Insurance Number (NINO). The UTR is automatically allocated by HM Revenue and Customs (HMRC) to individuals that have to submit a tax return. The UTR may be found on the front page of the tax return, on the Notice to Complete Tax Return or on a Statement of Account.

The UTR is comprised of 10 digits. The NINO is either allocated or can be issued to individuals living regularly in the UK. Individuals are notified of their NINO on a plastic card or, as of September 2010, by written notification from the Department for Work and Pensions. The NINO may be found on the coding notices HMRC issues to taxpayers, on a National Insurance card or on letters issued by the Department for Work and Pensions. The number also appears on an employee's pay slip and on a Statement of Account issued by HMRC. The NINO consists of two letters, six numbers and a suffix letter.

Italy TINs are only issued by any Office of the Italian Revenue Agency («Agenzia delle Entrate») upon request. The TIN may be found on a) the personal Health card/Tax identification number («tessera sanitaria»/«codice fiscale»), b) a TIN card or c) on an Electronic Identity Card, residence permit or on the National Service Card. TINs are comprised of a combination of letters and digits (16 characters).

Austria The Local Tax Offices issue TINs to individuals that are liable to tax. A TIN can change when a taxpayer changes residences. The TIN can be found on tax assessments in the right upper corner of the first page. TINs are comprised of 9 digits.

their artworks equipped with a Digital Certification (DC) provided by the Company and based on blockchain technology, high definition photos and artificial intelligence;

c) the AO is one of the users registered on the ArtID Platform (ArtID Registered Users) who accepted Privacy Policy and the Terms and Conditions on the ArtID Platform (<https://artid.ch/>);

d) ArtID Tokens are Token issued by the Company that allow the use of the DC and the advertise of artworks;

e) the AO bought ArtID Tokens on the ArtID Platform and knows that the artworks advertised on the ArtID Platform can be sold receiving the price in ArtID Tokens (ArtID Token Price);

f) the AO is interested to advertise an artwork (the Artwork) on the ArtID Marketplace and the Company is available to advertise the Artwork in the name and on behalf of the AO on a commission to be paid only in case of sale of the artworks.

NOW THEREFORE, in consideration of the recitals, which are incorporated by reference into this AGREEMENT, the mutual covenants hereafter set forth, and other good and valuable consideration, it is hereby agreed by and between the Parties as follows.

Article 1 – SUBJECT

1.1 The AO, on condition to be a registered user on the ArtID Platform and to have purchased a DC for its Artwork, shall advertise the Artwork on the ArtID Marketplace deciding a price (by clicking "Publish" in the "Manage Artworks" section).

1.2 The Company may only advertise the Artwork in the name and on behalf of the AO at the selling price fixed by the same AO.

1.3 Each ArtID registered User interested in the purchase (the Purchaser) of the Artwork:

a) can purchase the Artwork at the price published and fixed by the AO **OR**

b) can do a purchase offer (Purchase Offer) to the AO for a different price by a private negotiation.

The Purchaser shall pay the Artwork and the AO shall receive the ArtID Token Price respectively:

a) when the Purchaser accepts the Price fixed by the AO **OR**

b) when the AO accepts the Purchaser's offer (in both case a) and b), Offer Acceptance).

At the moment of the Offer Acceptance the ArtID Token Price is transferred on the AO's Wallet opened on the ArtID Platform and it is locked until:

a) the Purchaser confirms the Artwork delivery without defects (Good Artwork Delivery Confirmation) on the ArtID Platform or sending a written communication to info@artid.ch **OR**

b) in case of no communication by the Purchaser, after 14 (fourteen) days from the effective delivery (Delivery), as verified by the Company in the delivery note (documents proving the delivery like customs documentation, DHL receipts, etc. provided from the AO as responsible of the shipping to the Company).

Article 2 – PRICE AND COMMISSION

2.1 Only at the moment of the Good Artwork Delivery Confirmation or passed 14 (fourteen) days from the Delivery (the Artwork Sale), the ArtID Tokens on AO's Wallet will be unlocked, deducted the commission due to the Company (the Commission) and AO can transfer / change ArtID Tokens freely.

2.2 The Commission:

a) is due to the Company at the Artwork Sale,

b) is directly withheld from the ArtID Token Price,

c) is equal to 15 % of the ArtID Token Price.

2.3 The ArtID Tokens are reimbursed to the Purchaser on his / her / its Wallet and no commission is due to the Company if the Purchaser unequivocally disputes the quality and integrity of the artwork within 14 (fourteen) days from the Delivery.

The Purchaser can choose among the shipping options offered by ArtID the related costs will be charged to the Purchaser wallet at the same time the quote is accepted.

3 – TERMS AND CONDITIONS - IDEMNIFICATION

3.1 A online Purchaser Offer form will be stored in the ArtID Platform database for the time necessary to process this offer and obtain the Offer Acceptance.

The Offer Acceptance Purchaser will be binding for the Parties only if the entire purchase procedure has been duly and correctly completed (with the Artwork sale).

3.2 Complaints related to the Artwork are not responsibility of the Company and they shall concern only the AO and the Purchaser.

3.3 By publishing the Artwork on the ArtID Marketplace, the AO acknowledges and states to know the indications provided during the purchasing procedure and to accept the Company Terms and Conditions, including the Privacy Policy.

3.4 The AO is the sole responsible for the veracity of all the data of the Artwork he / she / it communicated during the registration and certification request of the DC. If the same at the time of the identification and DC order, has (even through the use of personal false documents) concealed one's real identity or falsely declared to be something else, or otherwise, acted in such a way as to compromise the process of certification / identification of the Artwork and its author and the relative results indicated in the certificate, he / she / it will be considered the sole responsible for all possible damages arising to the Company and / or third parties from the inaccuracy of the information contained in the certificate, with obligation to guarantee and relieve the Company of any claims damage related to a CD based on false information.

3.5 The AO agrees to indemnify and hold harmless the Company (and its present and former affiliated entities, managers, members, employees, legal counsel, agents and controlling persons) from and against any and all losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses and disbursements, and any and all actions, suits, proceedings and investigations in respect thereof and any and all legal and other costs, expenses and disbursements in giving testimony or furnishing documents (including, without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing, pursuing or defending any such action, suit, proceeding or investigation (Losses), directly or indirectly, caused by, relating to, based upon, arising out of, or in connection with **(i)** the Company's acting for the AO under this Agreement **(ii)** any breach by the AO of any representation, warranty, covenant or agreement connected to the Artwork Sale except to the extent that any such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the Company's gross negligence or wilful misconduct.

Article 4 – TAXATION

4.1 The AO and the Purchaser bears the sole responsibility to determine if his / her / its purchase of ArtID Token and the transfer of Artwork Price, the potential appreciation or depreciation in the value of ArtID Tokens over time (if any), or the allocation and/or any other action or transaction related to the ArtID Tokens have tax implications.

4.2 By purchasing, holding, or using ArtID Tokens and to the extent permitted by law, the AO agrees not to hold any third party liable for any tax liability associated with or arising from the purchase, ownership or use of ArtID Tokens or any other action or transaction related to the ArtID Platform.

It is sole responsibility of the AO to comply with all applicable tax laws, including, but not limited do, the reporting and payment of income tax or similar arising in connection with the appreciation and depreciation of ArtID Tokens.

4.3 The AO and the Purchaser bears the sole responsibility to determine such implications and act in accordance with the law that applies to they are responsible also for indirect taxation, as VAT.

Article 5 - GOVERNING LAW AND JURISDICTION

5.1 This Agreement is governed and construed in accordance with the substantive laws of Switzerland.

5.2 Prior to the initiation of a dispute (including disputes relating to validity, interpretation, execution and termination of this Agreement), the Parties will work in good faith to resolve the matter through discussion and negotiation and, in the absence of an agreement within 20 days, present the matter to the Conciliation Authority.

5.3 If the alternative resolution of the dispute has not been completed successfully, the dispute shall be subject to the exclusive jurisdiction of the Court of Lugano, Switzerland.

Article 6 - FINAL CLAUSES

6.1 This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

This Agreement, including the instruments referred to herein, is the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein except for the privacy policy and the conditions on the ArtID Platform and ArtID Market Place (<https://artid.ch/>).

6.2 No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties hereto, and any waiver shall be effective only in the instance and for the purpose for which given. No failure to exercise nor any delay in exercising on the part of either Party hereto of any right or remedy hereunder shall be regarded as a waiver or impairment thereof, nor shall it affect or impair any of either party's power or rights in respect of any subsequent default. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

6.3 For all information regarding purchase of the Artwork, please contact: customercare@artid.ch
Complaints will be handled by the Company within (30) days from the receipt, sending to the Purchaser and / or AO an email.

6.4 This Agreement shall not be assigned by either of the Parties hereto. It shall be binding on and inure to the benefit of the successors, administrators, executors, or heirs of the Company and the AO.

ArtID SAGL

The Artwork Owner