{TodaysDate}

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| **SALE AND PURCHASE**  **AGREEMENT** |
| **Vinted B.V.**, legal entity code 64193632, registered office address atHerengracht 54 1015 BN, Amsterdam, Noord-Holland Netherlands, email [it-hw@vinted.com](mailto:it-hw@vinted.com), represented by proxy, acting in accordance with the power of attorney, |
| hereinafter referred to as the **Seller** or **Company**, |
| and |
| **{ReporterDisplayName}**, date of birth {DateOfBirth}, address {Address}, personal email {Email}, |
| hereinafter referred to as the **Buyer**, |
| hereinafter jointly referred to as the **Parties**, and each separately – the **Party**, |
| considering that: |
| The Seller, as the employer, has supplied the Buyer, as an employee, with work equipment during the employment relationship, i. e. {Device}, identification data are specified in Annex No. 1 to this Agreement (the **Goods**); |
| The employment relationship between the Parties is terminated on {LastDay}, and The Buyer has expressed a wish to purchase this used Goods for personal use, |
| have concluded the following agreement on sale and purchase (the **Agreement)**: |
| 1. **The Subject-Matter of the Agreement** |
| * 1. The Seller shall sell and transfer the Goods under the terms and conditions established in the Agreement to the Buyer’s ownership, and the Buyer shall accept the Goods and shall pay for them according to the terms and conditions of the Agreement by paying the price of the Goods identified in the Invoice. |
| * 1. The Buyer confirms that he / she understands that he / she is buying the used Goods for which the Seller does not provide an additional warranty. If, at the time of the transfer of ownership, the warranty provided by the original seller of the Goods is valid with respect to the Goods, it shall continue in accordance with the procedure established. In the latter case, at the time of signing this Agreement, the purchase and sale documents of the original Goods related to the warranty shall also be handed over to the Buyer. |
| 1. **Transfer of Goods and their Ownership Right** |
| * 1. Due to the fact that the Goods are at the disposal of the Buyer at the time of signing the Agreement, the Goods will not be transferred separately. By signing this Agreement, the Buyer confirms that the Goods are at his/her disposal and a separate deed of acceptance-transfer will not be signed, and the ownership passes according to this Agreement at the time of paying full price for the Goods. |
| * 1. In view of the fact that the Buyer retains the means provided by the Seller as an employer to perform its work functions, the Buyer undertakes to remove all information related to performing work functions and all other information (including confidential) related to the Company, documents, databases and any programs, software that was used/installed to perform the work functions, and not to keep any copies of the aforementioned data. |
| * 1. The Buyer confirms that he / she has thoroughly inspected the Goods before signing this Agreement, is aware of their defects and has no and will not have any claims regarding them against the Seller. |
| 1. **The Price of Goods and the Order of Payment** |
| * 1. The Goods for sale, their quantity and price are set out in the Agreement Annex No. 1. |
| * 1. The invoice shall be sent to the Buyers e-mail. |
| * 1. The Buyer undertakes to pay the price of the goods, set out in the Agreement Annex No. 1, within 14 calendar days. |
| * 1. The Buyer understands and agrees that in the event of not paying for the Goods in accordance with the procedure provided for in Clause 3.3 of this Agreement, the ownership of the Goods shall not be transferred to him/her, and he/she shall return them immediately but no later than the day of termination of the employment contract. |
| 1. **Validity of the Agreement** |
| * 1. The Agreement shall enter into force from the moment it is signed by both Parties. |
| 1. **Applicable Law and Dispute Resolution** |
| * 1. This Agreement has been concluded and shall be governed and construed under the laws of theKingdom of the Netherlands. Any disputes arising in connection to the present Agreement shall be settled by mutual consultations and negotiations and on the basis of good will. In case of failure to reach any agreement by negotiations, such disputes shall be solved applying the procedure defined by the laws of the Kingdom of the Netherlands. |
| 1. **Final Provisions** |
| * 1. No amendment or supplement of this Agreement shall be effective unless it is in writing and signed by the Parties or their authorized representatives. |
| * 1. In case the Parties do not provide in the Agreement, the Parties are guided by the laws of the Kingdom of the Netherlands. |
| * 1. The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement. |
| * 1. The Parties declare that they read the Agreement, understood its whole content and consequences, and signed it as complied with Parties will and intentions. The Agreement is signed in free will. |
| * 1. The Agreement has been concluded in electronic form and signed using the DocuSign facility. |
| **Annexes:** Annex No 1. |

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| **Prerequisites of the Parties** | |
| **The Buyer:** **{ReporterDisplayName},** | **The Seller:** Vinted B.V. |
| Bank account:  {IBAN} | Bank account:  NL23BNPA0227735366 |
| /sn1/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *signature* | Proxy of the Seller  **Paulius Vaitkevičius**  /sn2/  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *signature* |

Annex No 1 to the SALE AND PURCHASE AGREEMENT of {TodaysDate}

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| --- | --- | --- | --- |
| **No.** | **Quantity (unit)** | **Name** | **Final price, incl. VAT, EUR** |
| 1. | 1 | {Serialnumber} | {Amount} |
| [...] |  |  |  |
| **TOTAL, EUR** | | | {Amount} |