NEUMARK TOKEN HOLDER AGREEMENT

*Agreement version: 1, last updated: {signed-by-company-date}*

Preamble

This Neumark Token Holder Agreement (the “**Agreement**”) is concluded between Fifth Force GmbH, a limited liability company organised under the laws of Germany, having its seat in Berlin, Germany, registered with the commercial register (Handelsregister) of the local court (Amtsgericht) Charlottenburg under HRB 179357 B, with business address at: Cuvrystraße 4, 10997 Berlin, Germany (the “**Company**”), or any legal successor of Company, and any entity that fulfils the criteria set out in this Agreement and accepts the terms provided herein (the “**Token Holder**”).

Parties to the Agreement are herein referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Company is identified by the following address {company-address} on Ethereum network. Ethereum network is a public distributed ledger that allows to deploy self-enforcing contracts called smart contracts and provides global consensus of contract enforcement outcomes. The Token Holder is identified by the following address {token-holder-address} on Ethereum network (“**Ethereum Address**”).

The Company develops and operates the Neufund Platform, which is a fundraising ecosystem (the “**Fundraising Platform**”). Fundraising Platform aims to enable start-ups to use the legal and technical infrastructure for raising equity or quasi-equity investments to finance entities or individual projects. Such fundraising will be structured through the issuing of tokens – including equity tokens – based on blockchain technology (the “**Start-up Tokens**”).

This Agreement sets forth principles, terms and conditions of use by the Token Holder of related Ethereum Tokens issued by the Company, as set out in a smart contract under address {neumark-sc-address} (the “**Neumark Token Smart Contract**”). The Neumark Token Smart Contract source code is available in repository {repo-url} with commit {commit-id} (the “**Repository**”).

Content of the Agreement and of all its amendments is stored in public immutable storage where it can be retrieved by cryptographic hash of a file with the Agreement content. Company will sign Agreement and any of its amendment by executing a transaction on the Neumark Token Smart Contract that will add Agreement hash to contract state thus providing proof of Company signature and of Agreement content. Token Holder may access current Agreement and all amendments by inspecting Neumark Token Smart Contract state which is publicly available on Ethereum network.

The terms outlined in the Agreement correspond to the self-enforcing computer code of the Neumark Token Smart Contract.

This document does not constitute a prospectus or offering or securities of any sort and is not a solicitation for investment.

This Agreement may be amended in accordance with section 5 below.

# INITIAL PROVISIONS

* 1. **Conclusion of the Agreement**. Token Holder is subject to and bound by this Agreement by virtue of signing a transaction to Neumark Token Smart Contract with the Investor’s private key assigned to the Ethereum Address (the “**Private Key**”). Private Key storage shall be at the Investor’s sole discretion. As a result of this transaction one of following functions of Neumark Token Smart Contract must be executed: “transfer”, “approve” or “distributeNeumark”.
  2. **Eligibility**. In order to be eligible to become Party to this Agreement, a potential Token Holder must not be (the “**Non-Supported Person**”):
     1. a citizen, resident of the USA or any entity organized under the laws of the USA;
     2. a citizen or resident of a country, whose legislation conflicts with or deems forbidden acquiring or holding Neumark Tokens or performing operations by the Neufund Platform;
     3. a citizen, resident or any other entity of any country or region that is subject to any sovereign country sanctions or embargoes, in particular imposed by Germany or the EU;
     4. a representative of persons or entities listed above.
  3. Must comply with all the terms and conditions set forth in this Agreement and other applicable documents.
  4. **Representations and warranties**. Token Holder represents and warrants to Company the following:
     1. The Token Holder fulfills any requirements set forth hereof and in other applicable documents. In particular, the Token Holder fulfills eligibility requirements set forth in sec. 1.2 hereof;
     2. The Token Holder acknowledges that the Company has published an extensive and comprehensive White Paper under neufund.org/whitepaper that provides substantial and relevant details regarding the structure, terms and conditions of Neumark Tokens that Token Holder has read and analysed with due care;
     3. The Token Holder does not act in his or her capacity of a consumer;
     4. The Token Holder is legally permitted to acquire and hold Neumark Tokens;
     5. The Token Holder acknowledges that Neumark Tokens are not sold or purchased by the Company, but distributed without monetary compensation;
     6. The Token Holder understands and accepts that Neumark Tokens do not represent or constitute any ownership right or stake, share or security or equivalent rights relating to the Company;
     7. The Token Holder understands and accepts that all transactions on the Ethereum blockchain, including all token transfers, are performed by the network of miners and not by the Company;
     8. The Token Holder is not acquiring or using Neumark Tokens for any illegal purposes;
     9. The Token Holder understands that no market liquidity is guaranteed with regard to Neumark Tokens and that their value over time may experience extreme volatility or depreciate in full;
     10. The Token Holder understands and accepts that blockchain and smart contract technology is experimental which carries significant operational, technological, financial and regulatory risks, including those indicated in sec. 2.4 hereof.
  5. **Risks**. The Token Holder understands and accepts the inherent risks in connection with acquiring Neumark Tokens. In particular, but not concluding, the Token Holder understands the following risks:
     1. Due to a lack of public interest, in particular from start-ups or other investors, the Neufund Platform could be fully or partially abandoned, remain commercially unsuccessful or be shut down for lack of interest, technical, regulatory or other reasons;
     2. Neumark Tokens are freely transferable, but there is no guarantee that a liquid secondary market is established;
     3. Attacks by hackers or other individuals on the Company, the Neufund Platform, smart contracts or other software used could result in theft or loss of Neumark Tokens;
     4. The regulatory and tax status of cryptographic tokens is unclear in many jurisdictions. It is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may have consequences on the Neufund Platform (including its closure) and Neumark Tokens (including loss of value);
     5. All smart contracts used in connection with Neumark Tokens or the Neufund Platform are ultimately controlled by the network of miners. It can lead at any point of time to disruption, suspension or termination of provision of any service related to Neumark Tokens or Neufund Platform, as well as lead to Neumark Tokens losing value;
     6. Ethereum blockchain is used by Company for the purpose of, among others, issuance of Neumark Tokens as well as building Neufund Platform. Defects in the functioning of the Ethereum, which is an experimental technological platform, resulting from, among others, technical bugs, network forks or intentional attacks of third parties, may result in disruption, suspension or termination of provision of any service related to Neumark Tokens or Neufund Platform, as well as lead to Neumark Tokens losing value;
     7. The Neufund Platform and Neumark Tokens are built using new and untested technologies. In addition to the risks included above, there are other risks associated with use of Neufund Platform and acquisition and use of Neumark Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks indicated above.
     8. Tolen Holder is solely responsible for securely storing and managing the Private Key. Loss of such key may result in irreversible loss of all Neumark tokens held.

# NEUMARK TOKEN BASIC FEATURES

* 1. **Neumark Token Issuance**. The Neumark Tokens will be issued according to an issuance algorithm as set out below (the “**Issuance Algorithm**”).
     1. Neumark tokens are issued to Token Holder exclusively as a reward for acquiring Start-up Tokens or for reserving funds in form of crypto tokens to be used for acquiring Start-up Tokens in the future.
     2. Neumark tokens are issued with following ratio for each next Euro Token contributed as described above. *Acquisition Ratio = Exp(-Initial Reward\*Contributed Euro Tokens/Neumark Cap)\*Initial Reward*, where Exp is a natural exponential function, Neumark Cap is a total amount of Neumark that will be issued and equals {neumark-cap}. Contributed Euro Tokens is total amount of Euro Tokens contributed until current Euro Token is rewarded and Initial Reward is a parameter that equals {initial-reward}.
     3. Actual Acquisition Ratio may insignificantly differ from result obtained from continuous function due to limited precision and other limitations of Ethereum Virtual Machine.
     4. Maximum of {neumark-cap} Neumark Tokens will be issued.
     5. Up to 50% of Neumark Tokens issued as specified in Issuance Algorithm may be transferred to The Company as a compensation for operation of the Fundraising Platform (“**Neumark Distribution**”).
  2. **Neumark Token features**. Neumark Token features correspond to six functions of the Ethereum ERC-20 token standard, as defined in https://github.com/ethereum/EIPs/blob/405c369510479a602e86f4b884a66dd73feb7f65/EIPS/eip-20-token-standard.md.
     1. Token Holder may execute “burnNeumark” which will return corresponding amount of Neumark to non-issued pool, decreasing total supply of Neumark in circulation.
  3. **Suspension of Neumark Token features**. Transfer feature of Neumark Token can be suspended by the Company for important reasons, in particular because of regulatory reasons.

# NEUMARK TOKEN ADDITIONAL FEATURES

* 1. **Neumark Token additional features**. The Company may add additional features to the Neumark Token at a later date.

# NO LIABILITY

* 1. Besides malicious intent (*Arglist*), intentional tort (*vorsätzliche Schädigung*) or fraud (*Betrug*), any claim of the Token Holder against the Company other than explicitly stated in this Agreement shall be excluded.

# MISCELLANEOUS

* 1. **Governing law; Jurisdiction**. In case of legal disputes and proceedings in conjunction with the Agreement, any such proceedings shall be, as far as legally permissible, subject to the exclusive jurisdiction of the courts of Berlin, Germany. The laws of Germany shall apply to conditions stated in the Smart Contracts with exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.
  2. **Ethereum fork**. In case of fork of Ethereum network where fork is understood as a consensus algorithm change that splits existing Ethereum network into one or more networks where the Neumark Token Smart Contract state may be independently changed, only one network will be supported by the Company. For announced forks Company may execute a transaction that informs Token Holder that specific fork will be supported when activated. On fork activation, Company shall execute a transaction on fork that it wishes to support to mark it as such. Such transactions are executed to Ethereum Fork Arbiter Smart Contract with address {fork-arbiter-sc-address}.
  3. **Smart Contract Code Update** (“Bug-fixing provision”). The Neumark Token Smart Contract may provide a mechanism to amend smart contract code without the Token Holder authorization. This mechanism may be used to exclusively resolve issues with (i) smart contract security; (ii) non-intentional deviations from regulations as provided in sections 2 and 3 hereof; (iii) change the structure of the source code, class interfaces, program control flow etc. if this does not change regulations provided for in section 2 hereof; (iv) translate source code to other computer language without affecting the regulations provided for in section 3 hereof; (v) amend the Neumark Token Smart Contract provisions that became invalid or impracticable due to external effects.
  4. **Smart Contract Amendment**. No modification or amendment to the Neumark Token Smart Contract, other than Code Update described in section 5.3 hereof, shall be effective unless authorized by each Party by signing such amended Smart Contract and voiding existing Smart Contract.
  5. The effect of the Smart Contract Amendment on the Agreement. An amendment of the Neumark Token Smart Contracts pursuant to section 5.4 hereof shall be reflected in a corresponding amendment of the Agreement, if necessary. The new version of the Agreement and its cryptographic hash will be signed by Company by executing transaction on amended Smart Contract. The Token Holder is solely responsible for getting acquainted with the most recent version of the Agreement.
  6. **Agreement Amendment**. Except section 2, this Agreement may be amended, modified or supplemented by the Company without the Token Holder authorization. The amendment of the Agreement and its cryptographic hash will signed by Company and attached to the Neumark Token Smart Contract by a transaction as described in the preamble. The amended Agreement shall become effective with the timestamp of Ethereum block containing such transaction. The Token Holder is solely responsible for getting acquainted with the most recent version of the Agreement.
  7. **Tax**. All obligations regarding taxes, which arise out of or in connection with execution of rights and obligations of this Agreement shall be borne by the Token Holder. The Company gives no guarantees, warranties, verification and/or promises whatsoever with regard to the existence or non-existence of any taxes in any jurisdiction.