RESERVATION AGREEMENT

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

Preamble

This Reservation 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 “**Investor**”).

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 Investor is identified by the following address {investor-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**”).

The subject of the Agreement is the reservation of funds by the Investor for the future acquisition of Start-up Tokens on the Fundraising Platform (the “**Reservation**”) as well as acquisition of related Ethereum tokens issued by the Company (the “**Neumark Tokens**”) by the Investor from the Company (the “**Acquisition**”). The Reservation and the Acquisition shall take place under the terms and conditions as set out in:

* a smart contract under address {acquisition-sc-address} (the “**Acquisition Smart Contract**”) and
* a smart contract under address {lockin-sc-address} (the “**Reservation Smart Contract**”).

The Acquisition Smart Contract and Reservation Smart Contract are jointly referred to in this Agreement as “**Smart Contracts**”. The Smart Contracts 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 Agreement content. Company will sign Agreement and any of its amendment by executing a transaction on Acquisition Smart Contract that will add Agreement hash to contract state thus providing proof of Company signature and of Agreement content. Investor may access current Agreement and all amendments by inspecting Acquisition 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 Smart Contracts.

By concluding this Agreement, the Investor enters into the Neumark Token Holder Agreement (the “**NTHA**”), on the terms and conditions as set out in a smart contract under address {neumark-sc-address} (“**Neumark Token Smart Contract**”). Acceptance of the terms and conditions and conclusion of the NTHA is required in order to conclude this Agreement.

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**. Agreement is deemed to be concluded upon successful reservation of the Reservation Amount (as defined below), which includes signing a transaction to the Acquisition 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.
  2. **Eligibility**. In order to be eligible to become Party to this Agreement, a potential Investor:
     1. Must not be a Non-Supported Person (as defined in the NTHA);
     2. Must comply with all the terms and conditions set forth in this Agreement, the NTHA and other applicable documents;
     3. Must successfully execute “commit” or “commitEuro” function of Acquisition Smart Contract with a transaction signed by Private Key.
  3. **No guarantee of participation**. There is no guarantee that it will be possible for eligible Investor to acquire the Neumark Tokens.
  4. **No refunds or cancellations**. Acquisition of Neumark Tokens in accordance with this Agreement is final. There are no refunds or cancellations unless strictly required by applicable law.

# RESERVATION

* 1. **Reservation**. By entering into this Agreement, the Investor agrees on reserving the Reservation Amount during the Reservation Period on the terms and conditions set out below.
  2. **Payment token**. Reservation is to be made using {payment-token}.
  3. **Reservation Amount**. The amount of {payment-token} that is being reserved by the Investor in the Reservation mechanism is {amount}. The Reservation Amount must not be used for any other purpose than using it on the Fundraising Platform for the acquisition of Start-up Tokens.
  4. **Reservation Period**. Reservation takes place for the period of {reservation-period} days between {reservation-date} and the {release-date}.
  5. **Repeated Reservation**. Investor may repeat Reservation transaction multiple times thus increasing Reservation Amount and Neumark Grant. In case of such increase Reservation Period is not changed.
  6. **Maximum Cap**. The maximum amount of {payment-token} that can be used for reservation by all Investors is {max-cap}.
  7. **Minimal Ticket**. The minimal Reservation Amount is {min-ticket} {payment-token}.
  8. **No access to the Reservation Amount by the Company**. While the Reservation Amount is reserved the Company has no access to the Reservation Amount and is not entitled to any extent to dispose over the Reservation Amount or parts of it.
  9. **Ordinary Release**. Once the Reservation Period has been terminated the Reservation Amount to the extent not already used for the acquisition of Start-up Tokens, shall be unlocked from reservation to the Investor and may be used by the Investor subject to its sole discretion, which might be withdrawing the funds or keeping the funds on the Fundraising Platform for investment in Start-up Tokens. In case the Investor withdraws the funds within the Ordinary Release, Neumark Grant needs to be returned (see 2.13 below).
  10. **Extraordinary Release**. The Investor may at any point in time prior to the termination of the Reservation Period request the release of the Reservation Amount to the extent not already used for the acquisition of Start-up Tokens (the “**Remaining {payment-token}**”). However, upon such request {unlock-fee-percent}% of the Remaining {payment-token}, that is {unlock-fee} {payment-token}, are transferred to a special account identified by the following address {fee-address} on Ethereum network, with an intention of future pro rata distribution to all Investors as contribution of the Investor to support the community. In case the Investor withdraws the funds within the Extraordinary Release, Neumark Grant needs to be returned (see 2.13 below).
  11. **Restricted use of Reservation Amount**. During the Reservation Period the Investor may at any point in time use the Reservation Amount or parts of it for the acquisition of Start-up Tokens, but not for other purposes except the Investor has triggered an Extraordinary Release. After the end of the Reservation Period the Reservation Amount or parts of it can still be used by the Investor for the acquisition of Start-up Tokens.
  12. **No Start-up Token acquisition obligation**. The Investor is not obliged to make any investment in Start-up Tokens from the Reservation Amount on the Fundraising Platform.
  13. **Return of Neumark Grant**. To the extent the Reservation Amount is unlocked, regardless whether through an Ordinary or Extraordinary Release, and withdrawn by the Investor, the Investor is under the obligation to return the amount of Neumark Tokens on a pro rata basis related to the Remaining {payment-token} and Neumark Grant as per following equation *Returned Neumarks Amount = (Remaining {payment-token} / Reservation Amount) \* Neumark Grant*. Ordinary or Extraordinary Release cannot take place without returning Neumark Grant.
  14. **Migration Mechanism**. At some point in time, but before first Start-up Token is available on the Fundraising Platform, Company will present amended Reservation Smart Contract together with amended Agreement in order to perform migration procedure (“**Migration**”). Migration will involve completing KYC procedure by the Investor and will enable Investor to acquire Start-up Tokens by using Reservation Amount. Migration procedure is not mandatory, but necessary in order to be able to acquire Start-up Tokens.

# NEUMARK ACQUISITION

* 1. **Acquisition method**. Neumark Tokens are not issued against compensation in the form of payment of cash, cash-equivalents or any other assets. Instead, the Neumark Tokens are distributed as a reward for willingness to reserve certain funds, that is the Reservation Amount until the end of Reservation Period and earmark those funds for acquisition of Start-up Tokens on the Fundraising Platform.
  2. **Neumark Grant**. The Company, subject to reservation by the Investor of the Reservation Amount (as defined hereof) conducted under the terms and conditions set forth hereof, shall distribute to the Investor {neumark-amount} Neumark Tokens (the “**Neumark Grant**”).
  3. **Acquisition Ratio**. The average acquisition ratio for the Neumark Grant is {neumark-acquisition-ratio} (the “**Acquisition Ratio**”).
  4. **Acquisition time**. Conclusion of the Agreement, Reservation and acquisition of the Neumark Tokens is possible starting on {icbm-start-date} (the “**Start Date**”) to {icbm-end-date} or the moment when the Maximum Cap is reached, whichever happens first (the “**End Date**”).
  5. Transfer time. The Neumark Tokens successfully acquired by the Investor will be transferred immediately upon successful execution of the Reservation transaction, as described in sec. 2 hereof.
  6. **Neumark Token Holder Agreement**. By concluding this Agreement and executing ‘distributeNeumark’) function of the Neumark Token Holder Contract to the Investor’s Ethereum Address, the Investor enters into the Neumark Token Holder Agreement, on the terms and conditions specified therein. Acceptance of the terms and conditions and conclusion of the NTHA is required in order to conclude this Agreement.
  7. **The Neumark Tokens issuance algorithm**. The Neumark Tokens will be issued according to an issuance algorithm specified in the NTHA (the “**Issuance Algorithm**”).
  8. **Whitelisting**. The Company may, at its sole discretion, commence distribution of the Neumark Tokens to advisors, early supporters and other similar persons or entities earlier than on the Start Date. Such distribution will be conducted in accordance with the Issuance Algorithm.
  9. **Acquisition of the Neumark Tokens by the Company**. An amount of Neumark Tokens that equals Neumark Grant received by the Investor will be automatically distributed to an Ethereum address controlled by the Company ({company-neumark-address}).

# 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 Smart Contracts state may be independently changed, only one network will be supported by the Company. For announced forks Company may execute a transaction that informs Investor 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 Contracts Code Update** (“Bug-fixing provision”). Smart Contract may provide a mechanism to amend smart contract code without the Investor 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 sections 2 and 3 hereof; (iv) translate source code to other computer language without affecting the regulations provided for in sections 2 and 3 hereof; (v) amend the Smart Contracts provisions that became invalid or impracticable due to external effects.
  4. **Smart Contract Amendment**. No modification or amendment to any of the Smart Contracts, 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 one or both 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 Investor is solely responsible for getting acquainted with the most recent version of the Agreement.
  6. **Agreement Amendment**. Except sections 2 and 3, this Agreement may be amended, modified or supplemented by the Company without the Investor authorization. The amendment of the Agreement and its cryptographic hash will signed by Company and attached to 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 Investor 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 Investor. 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.
  8. **Additional rules**. During the Neumark Token acquisition period between the Start Date and the End Date additional rules or requirements may apply, such as those indicated on the {website}.

Reservation Terms

For Investor {investor-address}

**Date of acquisition**: {reservation-date}

**Reservation Amount**: {amount}

**Reservation Period**: from {reservation-date} to {release-date}

**Neumark Grant**: {neumark-amount}

**Neumark Acquisition Ratio**: {neumark-acquisition-ratio}

*Generated at block hash {current-block-hash}*