

HONESTIS.NETWORK Collaboration Agreement

Collaboration Agreement

This Agreement is entered into on May 26th, 2017, between Barnaba Pawełczak a Initiator and Founder of Team B

NIP: 5851424122 , Dr. Majkowskiego street 19/2, 81-717 Sopot and

Founder Team B member:.....

And

Founder Team B members: Listed in List of Founder Team B Members: Attachment 1

(jointly named the "parties").

List of Founder Team B Members: Attachment 1 List of Members of Founders Team B - will be sent parallel no further than 20 days than this Agreement) with Barnaba Pawełczak signature. Last version sent within 20 days is valid and Attachment 1.

The same 20 days rule apply to additional individual for each Member work flow sheet with tasks and pricing, this sheet might be expanded during the time of Work.

0. When using terms:

0. a) Initial Coin Offering. refers also to Initial Token Offering, ITO, IPO and any other cryptocurrency or blockchain related method of crowdfunding or monetization of project, intellectual property, company or asset in general

0. b) Member, Team B Member, Founder Team B Member are used as the synonyms

1. Collaboration on Authorship

The parties to this Agreement agree to collaborate on making:

Attachment Whitepaper for Team B Project can be changed few times and influenced by team members nevertheless here is short introduction which brings general information about Work and project idea:

.....

Project description is in attached whitepaper for honestis.network

Caps may differ in final version of whitepaper.

.....

and referred to in this Agreement as "the Work".

The parties shall also fully and completely cooperate with regard to the promotion and exploitation of the Work and all ancillary, subsidiary, related and allied rights (the "Ancillary Rights").

Barnaba Pawełczak, Dr. Majkowskiego street 19/2, 81-717 Sopot will be responsible for, marketing and promotion of the project, the same as all Team Members

Barnaba Pawełczak, Dr. Majkowskiego street 19/2, 81-717 Sopot will be responsible for managing and legal and crowdfunding details, also contacting investors and negotiating terms for new Founders Team B Members and early stage investors, business drive and execution of project in general.

2. Copyright Ownership

2.1) Ownership

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This collaborative work is considered a Joint Work under copyright law, and will result in an equal split of ownership among the authors.

2.1) Profits and shares

However, the parties mutually agree Barnaba Pawełczak and all other or any Founder Team B members will provide to

Founder Team B Member [Name, Surname]

not less than % of profits according to performance and fulfilled tasks in stated in work flow sheet which is attachment to this agreement of the total profits for Work and provide not less than

0% of shares ownerships in enterprises in prospective enterprises performing the Work.

This percent is dynamic and proportional to stocked points of participation in project it also might be jointed with fixed minimal pricing of tasks listed in individual work flow sheet.

2.2) Income from fundraising:

Barnaba Pawełczak or other fundraiser for Work will pay to all Founder Team B Members

according to performance and fulfilled tasks in stated in work flow sheet which is attachment to this agreement % of the total incomes for Work and will provide 0% of shares ownerships in enterprises in prospective enterprises performing the Work. In case of fundraising done by Barnaba Pawełczak, Dr. Majkowskiego street 19/2, 81-717 Sopot or any Founder Team B Member this is also treated as total incomes

This percent is dynamic and proportional to stocked points of participation in project it also might be jointed with fixed minimal pricing of tasks listed in individual work flow sheet.

2.3) Ancillary Rights,

Each party agrees to keep the other fully apprised of all matters regarding the exploitation of the Work and the Ancillary Rights, including but not limited to, offers, negotiations, and communications from interested third parties regarding the purchase or lease of production rights in the Work.

2.4) Trademarks

In the event that a trade or service mark is generated or otherwise developed from the Work or the Ancillary Rights, the parties shall be co-owners of such trade or service marks.

Management of trademark of whole Work is Barnaba Pawełczak right and duty.

3. Responsibilities of Each Party

Each party shall perform and fulfill, promptly, actively and on time, all of its obligations under the Agreement.

Each party will contribute to the efficient flow of information and access to relevant data according to the agreed access rights and confidentiality rules to ensure the efficient execution of this Agreement.

Each party shall inform other parties in the project of relevant communications it receives from third parties in relation to the project.

Barnaba Pawełczak is to provide at least the WhitePaper for all Work.

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All Founders Team B Members are responsible to provide tasks according to their part of work flow sheet, which are part of the Work.

Each Founders Team B Members have individual work flow sheet with tasks to perform for Work.

Performance of task will be judged by Initiator and Founder of Team B Barnaba Pawelczak and also by Founders Team B Members. That may cause effects like bonus or remove or freezed from team, or other stated in next points in this agreement.

In case of being removed or freezed from Founders Team B stocked points for performing Work are hold to that point and apply in future, unless former Founders Team B member will perform negative marketing or other damaging actions against Work and its performance. In such case all stocked points are lost.

Some tasks might be performed by many Founders Team B Members the workflow sheet specify which ones and under what rules..

4. Individual Acts

Any contract that in any way affects the rights to the Work must be signed by each party. Either party may grant a power of attorney to the other party for this purpose.

5. Agents

The parties will agree on the selection of the agent (the "Agent"), if any, who will exclusively represent the parties regarding production and exploitation of the Work and the Ancillary Rights pursuant to written a written agreement (the "Agency Agreement").

In the event that the parties are unable to select an agent within a reasonable period of time, each party shall be permitted to negotiate regarding the exploitation of the Work and the Ancillary Rights, but such party will not be entitled to charge or receive any agency fee or commission.

6. Changes in Completed Work

Majority holder of shares will have the right to make any change in the completed Work without the written consent of the other party, which consent will not be unreasonably withheld by either party.

7. Production Agreements

All contracts concerning rights in the Work, including the Ancillary Rights, will be in duplicate, and each party will receive a copy thereof. Neither party will enter into any agreement concerning the rights to the completed Work unless that agreement provides that all sums due to each party under the agreement will be paid directly to that party or as provided in the Agency Agreement.

8. Authorship Credit

The credits on the Work and those Ancillary Rights in which the copyright is co-owned, including publicity notices, billings, and posters, shall read by Barnaba Pawelczak and Team B Name The type family and point size shall be the same.

The Team B Name will be chosen by voting.

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Neither party will enter into any agreement concerning the completed Work unless the agreement contains a provision specifying that authorship credits shall be as set forth in this Clause.

9. Alienation of Author's Rights

This might be done only after Initial Coin Offering, and if Initial Coin Offering failed and achieve no minimal cap.

Barnaba Pawelczak is permitted to sell, pledge, lease, assign, or otherwise dispose of or encumber his/her rights in the completed Work without the consent of the other party. The purchasing party shall have no rights to the Work and the Ancillary Rights other than the right to receive revenues as provided in this Agreement. Sharing of income according to performed task in Work Flow sheets for Work apply to each party.

After 5 months after Initial Coin Offering, and if Initial Coin Offering failed and achieve no minimal cap.

If other than Barnaba Pawelczak party intends to sell, pledge, lease, assign, or otherwise dispose of or encumber his/her rights in the completed Work, that party will give the other party written notice of the price and terms under which the transaction will be effected. After the notice period, the notified party will have the option to withhold consent if any substantial duties remain to be performed by either party or to purchase the selling party's rights at the price and on the terms set forth in the notice within 60 days. If the option contained in this Paragraph is not exercised within the specified time period, the selling party may sell his/her rights at the price and on the terms set forth in the notice and, in that event, the selling party will provide the other party with a copy of the sales agreement between the selling party and the purchaser. The purchasing party shall have no rights to the Work and the Ancillary Rights other than the right to receive revenues as provided in this Agreement.

10. Confidentiality

It is agreed to and understood by the parties that the materials provided by each to each shall be held in the strictest confidence until such materials are accepted for publication or other exploitation. For any other document or other material communicated as being confidential, the period of confidentiality shall be at least 5 years from the date of such communication.

11. Force Majeure

Force majeure shall mean any unforeseeable and exceptional event affecting the contract and the implementation of the project by one or more parties, which is beyond their control, is unforeseeable and insuperable and cannot be overcome despite their reasonable endeavors. Any default on the part of the party does not constitute force majeure.

12. Division of Expenses and Proceeds

All proceeds from the exploitation of the Work or co-owned Ancillary Rights will be divided between the parties as follows:

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This percent is dynamic and proportional to stocked points of participation in project it also might be jointed with fixed minimal pricing of tasks listed in individual work flow sheet.

TABLE 1 Profits and proceeds ICO shares above arranged threshold and/or minimal cap and minus fixed priced prioritized tasks, and rest is divided:	Stock Market Shares:	Initial Shares in company if created	Profits from company created from funds raised by ICO	Team Tokens
20 % according to stocked points of participation	Depends on project description	100% entity of Barnaba Pawełczak chose	Depends on project description	according to stocked points of participation
7.2 % Barnaba Pawełczak			At least 10% according to stocked points of participation might be arranged as direct transfer or as bonus tokens depends on project	
Up to 2.8 % for bounties				

With respect to proceeds from the exploitation of separately-owned Ancillary Rights, the individual owning such rights shall receive all such proceeds (minus any necessary or agreed-upon expenses incurred in the exploitation of such Ancillary Rights).

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Any expenses incurred by the parties in exploitation of such rights will be shared at the same rate as proceeds.

All gross proceeds and all accountings thereof shall be provided to the Agent, who shall pay the appropriate disbursements pursuant to the underlying Agency Agreement.

The parties agree that each shall be solely responsible for his or her own tax payments and neither shall hold the other liable for any default, delinquency, misfiling, or penalty related to such tax payments, whether at local, state, federal, or international levels.

13. Term and Termination

This Agreement shall come into force as of the date of its signature by the parties. This Agreement will remain in effect throughout the term of the copyright and any extensions of the copyright in the Work. If either party dies during the term of this Agreement, the surviving party will have the exclusive right to act in all respects as though the survivor were the sole author; provided, however, that the name of the deceased party will continue to appear in all credits as specified in Clause 8 of this Agreement, and the decedent's estate will be entitled to receive all monies and documents that the decedent, had the decedent lived, would have been entitled to receive under this Agreement.

Any default by either party under this Agreement, including but not limited to, a breach of obligations and covenants, a failure to accord or adhere to publishing or other schedules, a failure to exploit, unauthorized exploitation, or an unauthorized assignment or sublicense ("Event of Default"), shall give the non-breaching party the right to demand in writing that the breaching party cure the Event of Default within fifteen working days, after which time the non-breaching party shall have the right to immediately terminate this Agreement. If a breach occurs after licensing of an Ancillary Right in which the copyright is co-owned, the breaching party shall nonetheless fulfill his or her obligations with regard to promotion.

Stocked points apply and are valid according to set work flow for Work to the time of breach and beyond, unless some actions against Work were performed by breaching party.

Termination of agreement must be in writing sent to provided emails addresses of all parties.

14. Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

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15. Governing Law

This Agreement will be governed in all respects by the law of Polish, Sopot court.

16. Notices

All notices to the parties will be in writing and will be sent to the address of the party stated at the beginning of this Agreement by overnight mail with a copy to the Agent, if any.

17. Entire Agreement

This Agreement is the parties' entire Agreement, and replaces and supersedes all prior written and oral agreements, with respect to this Agreement's subject matter.

18. Severability of Invalid Provisions

If any provision of this Agreement is deemed unenforceable, that provision will be omitted only to the extent necessary to make this Agreement valid and enforceable, and the remaining provisions will remain in full force and effect.

19. Amendments

Amendments or changes to this Agreement shall be valid only if made in writing and signed by each of the parties.

20. Headings

The headings are inserted for convenience in reference only and are not intended by the parties to be a part of or to affect the meaning or interpretation of this Agreement.

21. Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the party claimed to have waived or consented.

22. No Joint Venture

This Agreement shall not be construed to place the parties in the relationship of partners or joint venturers nor constitute any party the agent of any other party, and neither party shall have the power to obligate or bind the other party in any manner whatsoever except that Barnaba Pawelczak can but not beyond tasks in work flow Sheet for Work and obligations in this agreement.

23. Reservation of Rights

Any rights not expressly granted by a party to this Agreement are reserved to that party. Without limiting the foregoing, nothing in this Agreement shall be construed to prevent the parties from creating a work not involving

Initial Coin Offering method of crowdfunding except Barnaba Pawelczak

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Very similar and competitive solution at the same time or within 6 months after end of Initial Coin Offering event performed for Work.

24. Additional Documents

Each member must execute all additional documents and take all actions as are reasonably requested by the other members in order to complete or confirm the transactions contemplated by this Agreement.

25. Successors and Assigns

This Agreement shall be binding upon the parties' heirs, assigns, successors-in-interest, executors, administrators, and any other persons or entities acquiring an interest through transfer, conveyance, succession, or inheritance, as may be permitted herein.

26. Cooperation and team management

26.1 Extension of team beyond listed in draft must be done by at least 66% votes power of Founders Team B

26.2 All decision outside monthly budget for president board must be accepted by Founders Team B by 60%. votes power and if above 2 times of core budget than 80%.

26.3 Presidents must be chosen by 80% votes power of Founders Team B if Barnaba Pawełczak will not chose.

26.4. The base of parent company agreement is standard template company agreement for new companies plus it include statements from this agreement.

26.5. There are up to 3 presidents in board.

26.6. Nomination for president can be done by 20% votes power of Founders Team B Members

26.7 The main agreement of company can be changed by 85% of shareholders.

26.8. Decisions done by DAO provided by Escrow or Barnaba Pawełczak which uses keys and addresses provided by Founders Team B Members if deployed might be used to calculate % of votes , other acceptable channel is emails or signatures on paper.

26.9 a) Barnaba Pawełczak can freeze any Founders Team B Member, since freezing all actions don't count to his stocked points, freezing information must be sent at least to provided email address 3 times to frozen Member..

b) Founders Team B Member can freeze any other Founders Team B Member with 65% votes.

c) Founders Team B Members can remove any other Founders Team B Member with 80% votes.

d) Freezing or removing from b or c above can be inverted by the same percent of votes.

27.10 Voting power is equal to $1/(\text{number of Founders Team B Members} + 1) * \text{stocked points individually/ (all stocked points by team)}$.

So new members have much less voting rigths.

27. Shareholders

Shareholders are kept in 100% by crowdfunding entity chosen by Barnaba Pawełczak , income distribution rules apply from this agreement according to stocked points and other rules in this Agreement.

In case if new business entity will be stock market company registered on GPW or similar, stocked points might become some part of shares proportionally rounded down.

28. Budget Structure year by year and for whole project:

Up to 20% of collected by ico method funds might be used to pay outs to people which performed tasks at fixed prices set or according to stocked point by agreements arranged during preparation for ICO . In case of collision in payments. They will be reduced to everyone proportionally equal. It is also include the bounty pot limit.

Not used of 20% money will be returned to Work fund. Up to 2,5 BTC will be transferred for preparing company agreement by law company or lawyer chosen by Barnaba Pawełczak Initiator and Founder of Team B.

Company paying payouts and creating software will be set in Poland and this will be Parent company. Its further location can be changed as the same as form of entity under the project operates. It might be foundation or company with shares or other capable of performing business entity.

Business Entity and/or Company daughter / subsidiary == Company which will sell services will be set in country chosen by 80% of Founders Team B Members. This company might also paying out payouts. This will be chosen by main company board.

Structure in shares of both companies will be the same.

6% is for Initiator and Founder of Team B,

74% is for company founding budget. Where 60% is for operations and 14% is for final bonuses for delivery full Work implementation and business development according to Whitepaper for Work and/or critical milestones from Whitepaper for Work.

29. Copyrights conditional transfer during performing the Work:

Part of Work is inventing name, trademarks, graphic designs, texts, and graphic compositions and domain names assigned to Work must be transferred to Barnaba Pawełczak for time of performing ICO under condition that if ICO is successful no additional remuneration than directly assigned by this agreement and its attachment work flow sheet, and all copyrights and exploitation rights are instantly transferred.

All part of work or text or design sent via email to Barnaba Pawełczak after signing this Agreement and correspond to specified task is treated as conditionally transferred with rules above and under conditions from this Agreement.

30. Spreading information and confirmation of notifications.

All parties are aware of work flow sheets points limits and branch of tasks of all other parties participating in Work.

New finished tasks shall be broadcasted via emails along with copyrights transfer to all parties emails.

Each Founder Team B Member is obligated to provide signed agreement with valid email and within 7 days from signing and sending emailing to Initiator and Founder, a Ethereum address of his own which will be used in DAO as bounding voting tool to this agreement.

31. Delays and acts against Work performance.

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Each party which on purpose delays own work or work of other parties on Work, shall pay 10.000 \$ compensations to project budget, those compensations are not all compensations which each of party might ask to compensate if prove in court on standard law procedures.

Executed with the intent on being legally bound by the following:

Barnaba Pawelczak

Initiator and Founder Team B

Date

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

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Part of Work Sheet

Whitepaper – 55% points of All

// general apply to all :Branch Marketing – Total point 30% of All

Twitter post – writing = 2 points + bonus for spread X-1/100 (X is proper hashtag found on internet attached to twit)

Facebook post – writing = 3 point for every 900 chars started (half page) + bonus for spread X-1/100 (X is proper hashtag found on internet attached to twit)

End of general.//

Developer Team member Work Flow Sheet

Developer Team member – future position in Project if ICO successful				
Graphics designer	x 3	5000 PLN (+ up to 2500 PLN monthly return for equipment and materials and for trips and accommodation)	50 %	50 %
developer fullstack newbie		4200 PLN start 6500 PLN after 1st YEAR (or if proven 2 years dev experience before ico ends) 8600 PLN aFTER 2 YEARS(or if proven 3 years dev experience before ico ends) 10500 AFTER 3YEARS (or if proven 5 years dev experience before ico ends) 12 800 PLN AFTER 3YEARS (or if proven 5 years dev experience before ico ends) 15 000 PLN AFTER 5YEARS (or if proven 9 years dev experience before ico ends)	50 %	50 %

Name of position	First month multiplication of project if and after transferring IP generated during ICO x 2.4 [this multiplier apply if worked in marketing campaign or on MVP, this bonus multiplier is discretionary by Barnaba Pawelczak]	Every other month – beginning upfront [this pay is proportional amount above is 176h/month/position positions can be mixed and both counted partial and proportionally] Gross Pay	% from ICO fund for Project for payouts	% from ICO fund for Project for reaching milestone
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In law term if working on position, Every other month is monthly salary which is accumulation of minimal wage in Poland Gross pay and bonus for good performance.

When Member is freezed by Initiator and Founder of Team (B.P.) then he/she receive only minimal wage, but can receive milestone bonus if Team votes in favor. If it is freezed by Team votes it receives only minimal wage. If it is removed it receive minimal wage for period of 1 year where the no competition and nda is applying if requested by (B.P.) .

First milestone for Development Branch according to final Whitepaper and Developer Team member

There is also a collaboration marge 20% on incomes for getting order for Initial Coin Offering services for Barnaba Pawelczak. Not accumulate with similar bonuses from other agreements, the highest bonus counts as bounding.

Consulting hours in scope and branch proportional to salaries in tables, but counted x5 per hour, no long term collaboration contract is arranged.

This agreement can be extend to additional “Work” with new whitepaper with email with SUBTITLE part [ICO NEW WHITEPAPER].

Every ICOs points are calculated separately for every ICO, bonuses payouts and other bonuses after ICOs are paid after each ICO individually according to points collected and fixed priced tasks performed.

During project implementation after ICO positions for Team Members listed in Partial tasks and Work Flow Sheet can’t be performed at the same time parallel they must be chosen and reported every day and every hour. For each hour worked 1 point is earned. Points accumulate for bonuses at milestones.

Milestones and bonuses every 3 months till budget from ICO drained for this branch.

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Signed Team members takes from Branch Development – Total point 30% of All and 30 % of budget from ICO in future company or other operational entity.	ICO and PRE ICO duties and bonuses
Editing graphics designs for posts, pages, fanpages, and marketing materials in general	Fix 30 euro each
New graphics designs for posts, pages, fanpages, and marketing materials in general	100 euro
Icon	20 euro per Icon
Ifographics	50 euro per Icon
Bitcointalk lub inne forum crypto z 3 wykorzystywanych w kampanii	5 points for every post in thread
Moderate and edit whitepaper or other documents	4 euro per page fixed
Gather contact to potential investor 10+ BTC	50 euro plus 200 points
Gather Declaration of BTC from investor confirmed than in value of crowdfunding (decrease of bonus is equal and proportional to everyone in team in bonus for gathered declarations)	0,5 % fixed [above set BP threshold – gathered declarations] + 5 point for every BTC declared
Development	40 points per hour (must be arranged and submitted by B.P.)
Extending biz dev or whitepaper, must be accepted by Barnaba Pawełczak	360 points for every 900 chars started (half page) own text

Usage of personal image in campaign for crowdfunding project is acceptable by signers of this agreement. Payment for using personal image is included in bounties and ICO structure, but will be no less than 1000PLN per individual person.

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Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Name:

Date

Founder Team B Member s

Barnaba Pawełczak

Initiator and Founder Team B

Date