TOKEN HOLDER AGREEMENT – EmpowerX (EMX)

Version: 1.0
Date: March 2025

1. Introduction

This agreement sets forth the rights, obligations, and limitations applicable to EMX token holders ("Token Holders") within the EmpowerX ecosystem. The EMX token is a utility token issued by EmpowerX Holding Srl, as described in the official White Paper and in full compliance with the MiCAR Regulation (EU 2023/1114).

2. Nature of the EMX Token

• EMX is a utility token: it does not grant any profit-sharing rights, equity, financial instruments, or debt claims.
• Holding EMX does not imply any guaranteed economic return.
• The token is intended solely to enable access to features, governance participation, and incentive mechanisms within the EmpowerX ecosystem.

3. Rights of the Token Holder

EMX Token Holders are entitled to:
• Participate in DAO voting processes, as outlined in the EmpowerX DAO Statute;
• Submit proposals for projects or policy changes (subject to minimum staking requirements);
• Access platform features reserved for token holders (dashboards, tools, gated content);
• Receive rewards from staking, airdrops, or referral programs;
• Use EMX to earn reputational badges and unlock special roles within the community.

4. Obligations of the Token Holder

Token Holders agree to:
• Use the token in good faith and avoid any form of market manipulation;
• Refrain from voting in situations of declared conflict of interest;
• Comply with the EmpowerX Code of Ethics and the applicable DAO regulations;
• Refrain from using the token for unlawful purposes or in breach of AML/KYC regulations.

5. Limitations and Disclaimer

• EMX does not represent an investment or public offering of financial instruments;
• EmpowerX Holding Srl does not guarantee the token's future value, price floor, or market liquidity;
• Participation in DAO governance is voluntary and subject to protocol development;
• Access to some features may depend on future regulatory approvals.

6. Governance and Amendments

• DAO governance is defined in the EmpowerX DAO Statute;
• Substantial modifications to this agreement may be submitted via DAO proposal and approved through qualified quorum and majority;

• EmpowerX Holding Srl reserves the right to amend this agreement to reflect legal, technological, or organizational developments.

7. Jurisdiction and Competent Court

EmpowerX encourages good-faith resolution of disputes through dialogue. For formal inquiries, please contact legal@empowermentlabs.eu.

This contract is governed by Italian law. For any dispute arising from or connected to it or in any case relating to its interpretation, execution, validity, effectiveness and resolution, if the counterparty qualifies as a consumer under applicable law, jurisdiction shall lie with the competent court of the consumer's residence. Otherwise, exclusive jurisdiction shall lie with the Court of Rimini, Italy.

8. Acceptance

By using the EMX token and interacting with the EmpowerX ecosystem, the Token Holder fully accepts the terms of this agreement.
This document has both informative and contractual value and constitutes an integral part of the public documentation of the EmpowerX project.