

RESERVATION AND ACQUISITION AGREEMENT

This Reservation and Acquisition Agreement (the “**Agreement**”) is concluded between {gen.nominee.name}, a {gen.nominee.legal_form} organised under the laws of {gen.nominee.jurisdiction_of_incorporation}, having its seat in {gen.nominee.city}, {gen.nominee.country}, registered under {gen.nominee.registration_id???}, with business address at: {gen.nominee.address} {gen.nominee.zip_code} {gen.nominee.city} {gen.nominee.country} (the “**Nominee**”), and any entity that fulfils the criteria set out in this Agreement and accepts the terms provided herein (the “**Tokenholder**”) and {gen.company.name}, a {gen.company.legal_form} organised under the laws of {gen.company.jurisdiction_of_incorporation}, having its seat in {gen.company.city}, {gen.company.country}, registered under {gen.eto.registration_number}, with business address at: {gen.company.address} {gen.company.zip_code} {gen.company.city} {gen.company.country} as a third party beneficiary and obligor (the “**Company**”).

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 {gen.eto.id} and the Nominee is identified by the following address {gen.eto.nominee} on Ethereum network. Ethereum network is a public distributed ledger that allows deploying self-enforcing contracts called smart contracts and provides global consensus of contract enforcement outcomes. The Tokenholder is identified by the following address {personal.tokenholder} on Ethereum network (“**Ethereum Address**”).

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. Other associated agreements follow the same rule and are available in the immutable storage as specified in Preamble.

1. Preamble

- 1.1 Company is a technology driven company often referred to as a “Startup” developing, marketing and operating:
{gen.eto.company_description}
- 1.2 The Company has initiated a fundraising campaign on the Neufund Platform, which is a trustless 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.
- 1.3 For this purpose Company has or will initiate an increase of its share capital through the issuance of {personal.commitment.contributionSummary[0]:int} new shares each with a nominal value of EUR {gen.eto.share_nominal_value_eur:wei} (the “**Share**”).
- 1.4 The Nominee has acquired or subject to a certain Equity Token Offering will acquire all Shares under a certain Investment and Shareholders’ Agreement (the “**ISHA**”). Each Share is provided with certain rights and obligations, all of which are amended from time to time and described in detail in ISHA which made available in Acquisition Smart Contract.
- 1.5 The Nominee now offers (the “**Offer**”) for a period that commences on {personal.commitment.startOf(1):timestamp} and ends on {personal.commitment.startOf(3):timestamp} (the “**Offering Period**”) to hold {gen.eto.equity_tokens_per_share} of a Share (the “**Participation**”) on behalf and for the account of the Tokenholder and shall hold the Participation subject to the following terms and conditions and a

certain **Token Holder Agreement** with associated **Equity Token Smart Contract** under address {gen.commitment.equityToken:address} . The Nominee makes this offer not on his own behalf and account, but on behalf of the Company to which the Tokenholder shall transfer a certain contribution in exchange for acquiring the Participation represented through the Token (the “**Company Token**”) this Agreement is attached to.

- 1.6 The subject of the Agreement is the reservation of funds by the Tokenholder for the future acquisition of Company Token and the actual acquisition on the Fundraising Platform as well as acquisition of related Ethereum token issued by the Fundraising Platform (the “**Neumark Token**”) The reservation and the acquisition shall take place under the terms and conditions as set out in the “**Acquisition Smart Contract**” under address {gen.commitment.address:address}. The Smart Contract source code is available in repository {gen.deployment.repository} (the “**Repository**”).
- 1.7 The terms outlined in the Agreement correspond to the self-enforcing computer code of the Acquisition Smart Contract.
- 1.8 By concluding this Agreement, the Tokenholder also enters into the Token Holder Agreement on the terms and conditions as set out in a Equity Token Smart Contract and a certain Neumark Token Holder Agreement, on the terms and conditions as set out in a smart contract under address {gen.universe.neumark:address} (“**Neumark Token Smart Contract**”). Acceptance of the terms and conditions and conclusion of the Token Holder Agreement and the Neumark Token Holder Agreement is required in order to conclude this Agreement.
- 1.9 Nominee 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 Nominee signature and of Agreement content. Tokenholder and Company may access current Agreement and all amendments by inspecting Acquisition Smart Contract state which is publicly available on Ethereum network.

2. Initial Provision

- 2.1 **Conclusion of the Agreement.** This Agreement shall be deemed to be concluded by the Parties and the Company as a third party beneficiary and obligor upon successful transfer of the Contribution Amount which shall include signing a transaction to this Agreement with the Tokenholder’s private key assigned to the Ethereum Address (the “**Private Key**”).
- 2.2 **Eligibility.** However, this Agreement shall be null and void if the Tokenholder
 - 2.2.1. is not registered and admitted to [Neufund Platform] which requires technically obtaining a Claim of successful verification of Tokenholder identity through a Know Your Customer procedure. Such Claim is issued against Tokenholder Ethereum Address and recorded in in the Identity Registry contract under address {gen.universe.identityRegistry:address};
 - 2.2.2. does not comply with all the terms and conditions set forth in this Agreement, the Token Holder Agreement and other applicable documents;
 - 2.2.3. does not successfully execute “tokenFallback” function of Acquisition Smart Contract with a transaction signed by Private Key;
 - 2.2.4. have not confirmed that it has read, understood and accepted a certain prospectus, describing the features, rights and obligations related to the Company Token and risk and challenges of the Company as a whole;
 - 2.2.5. is (i) organized or resident in a country or territory that is the subject of country-wide or territory-wide sanctions that forbid or limit commercial transaction, or (iii) otherwise is a

party with which Company is prohibited from dealing under applicable laws.

- 2.3 **No guarantee of participation.** The Tokenholder understands that the acquisition of the Company Token requires that through acquisition agreements similar to this a minimum of {gen.deployment.MIN_NUMBER_OF_TOKENS:int} Company Tokens are acquired by the Tokenholder and other tokenholders.
- 2.4 **No refunds or cancellations.** Acquisition of Company Token in accordance with this Agreement shall be final. There shall be no refunds or cancellations unless provided for in section 4 in this Agreement.

3. Acquisition

- 3.1 **Acquisition.** By entering into this Agreement, the Tokenholder shall agree on committing the Contribution Amount on the terms and conditions set out below and shall accept the offer made by the Nominee to acquire the Company Token. For the purpose of settling a certain obligation of the Nominee under the ISHA to make a certain Additional Contribution to the Company the Contribution Amount shall be transferred directly to the Company subject to the Condition Precedent referred to below. The Tokenholder understands and acknowledges that the Contribution upon execution of this Agreement shall be blocked in Acquisition Smart Contract and cannot (i) be used for any other purpose than settling the claims and obligations under this Agreement; and/or (ii) be transferred to any other address or contract than the address of the Company; except if the Agreement becomes null and void and/or the Tokenholder has a Refund Claim pursuant to section 4 hereof.
- 3.2 **Contribution.** The Contribution Amount for one Company Token is available for inspection in Acquisition Smart Contract via “estimatedOffer” method. Such offer is valid only at the moment of inspection. Tokenholder may specify the maximum Contribution Amount when executing Acquisition Transaction, however if such Contribution Amount cannot be fulfilled, the transaction will be cancelled. The Tokenholder may make his contribution also in Ether if he choose so. The respective Ether amount is determined by a certain Token Price Oracle under the address of {gen.universe.tokenExchangeRateOracle:address} operated and available on the Neufund Platform.
- 3.3 **Token Claim.** In order to obtain Company Token acquired by Tokenholder and get them transferred to its address, Tokenholder shall claim such transfer on the Neufund Platform. No deadline shall apply on this, but Tokenholder shall acknowledge and agree that he may not enforce any rights and claims related to Company Token prior to having claimed the transfer of Company Token.
- 3.4 **Condition Precedent.** The acquisition of Company Token hereunder shall be subject to the condition precedent that (i) {gen.deployment.MIN_NUMBER_OF_TOKENS:int} of Tokens have been issued and acquired under acquisition agreements similar to this until the end of the Offering Period and (ii) the Company and Nominee have entered into the ISHA within {gen.eto.signing_duration_days} days after the end of the Offering Period
- 3.5 **Maximum Cap.** The Tokenholder, the Nominee and the Company acknowledge that the maximum amount of Company Token issued under acquisition agreements similar to this one shall total to {gen.deployment.MAX_NUMBER_OF_TOKENS:int} (the “Maximum Cap”).
- 3.6 **Minimum and Maximum Ticket.** The Tokenholder acknowledges that under the conditions of the Offering a minimum and/or maximum ticket size regarding the acquisition of Company Tokens might apply.
- 3.7 **Rounding of shares.** The total number of Company Tokens issued will be increased up to represent a whole number of shares

3.8 All Parties acknowledge and agree that after {gen.deployment.CLAIM_DURATION} days from successful signing of Investment Agreement as stated in chapter 5 the Fundraising Platform shall receive a fee totaling to {gen.platform-terms.PLATFORM_FEE_FRACTION:fraction}% of the entire contributions made by all Tokenholders under this Agreement and agreements similar to this, which amounts to {personal.commitment.contributionSummary[6]:wei} nEUR and {personal.commitment.contributionSummary[5]:wei} ETH. Further, the Fundraising Platform shall be entitled to a contingent fee corresponding to {gen.platform-terms.TOKEN_PARTICIPATION_FEE_FRACTION:fraction}% of Company Tokens issued, that is based on any future distributions made by the Company to the holders of Company Token or any proceeds paid to holders of Company Token upon a redemption of Company Token. That compensation for Fundraising Platform, however, shall not be transferred to its operating entity, but exclusively and without any deduction to the holders of Neumark.

4. Refund Claims

- 4.1. If until the end of the Offering Period (i) the Condition Precedent is not fulfilled or (ii) the Platform has terminated the Offering through announcement on the Neufund Platform pursuant to section 6 hereof, the Contribution Amount blocked and reserved under section 3 hereof shall be released immediately and automatically.
- 4.2. In the event the Contribution Amount has been to any extent released to the Nominee by Acquisition Smart Contract, Nominee shall return such amount to Acquisition Smart Contract.

5. Signing of ISHA

5.1. In the event the condition precedent pursuant to section 3.4 (i) of this Agreement is fulfilled, Nominee and Company shall enter into the ISHA within {gen.eto.signing_duration_days} days after the end of the Offering Period at the latest.

5.2. The ISHA to be signed by Nominee and Company is stored in immutable storage with following hash {personal.commitment.signedInvestmentAgreementUrl}

5.3 Nominee and Company shall enter into the ISHA essentially in the form as stored in the immutable storage referred to above observing any applicable formal legal requirement regarding the form of agreements of such type, i.e. notarization, written form etc. In any event Nominee and Company shall not change any values, amounts, legal mechanisms, obligations and duties.

5.4 After having entered into the ISHA Nominee and Company shall upload all required documents as defined in the ISHA as a single file to immutable storage and present the immutable storage hash to Acquisition Smart Contract, whereas Company shall act first, followed by Nominee.

6. Release to Company

- 6.1 After the end of the Offering Period and only subject to (i) the fulfillment of the Conditions Precedent and (ii) the presentation of identical hashes to Acquisition Smart Contract pursuant to section 5.4 hereof the Contribution Amount shall be automatically released to the Company be it in nEuro or in Ether.
- 6.2 Prior to the release pursuant to section 5.1 Acquisition Smart Contract will release {personal.commitment.contributionSummary[1]:wei} nEuro to the Nominee in order to enable

Nominee to make the payment of the nominal value of the shares to be acquired under the ISHA.

7. Termination of Offering

- 7.1 The Offering shall terminate at the end of the Offering Period or when the Maximum Cap has been reached, whatever occurs earlier.
- 7.2 The the entity operating Neufund Platform may also terminate the Offering at any time prior to the end of the Offering Period or reaching of the Maximum Cap through announcement on the Neufund Platform if required by law and/or an enforceable court or administrative order.

8. Representations and Warranties of Nominee

The Nominee acting on behalf and for the account of the Company as a third party obligor makes the representations and warranties referred to at [Link] and further refers to a prospectus issued by the Company and available in immutable storage with the following hash {gen.eto-terms.PROSPECTUS_URL}.

9. Neumark Acquisition

- 9.1 **Acquisition method.** Simultaneously, with the release of Company Token to Tokenholder, the Tokenholder shall also acquire a certain amount of Neumark Tokens pursuant to the Acquisition Ratio without any further contribution or compensation.
- 9.2 **Neumark Grant and Neumark Claim.** In order to obtain the respective amount of Neumark, Tokenholder shall claim the transfer from the Acquisition Smart Contract. On this no deadline shall apply, however, the Tokenholder shall acknowledge and agree that he may not enforce any rights and claims related to Neumark prior to having claimed the transfer of Neumark (the “**Neumark Grant**”).
- 9.3 **Acquisition Ratio.** The average acquisition ratio for the Neumark Grant per each nEuro of the Contribution Amount shall amount to **Acquisition Ratio**, which is based on an issuance algorithm specified in the Neumark Token Holder Agreement (the “**Issuance Algorithm**”).
- 9.4 **Neumark Token Holder Agreement** . By concluding this Agreement and executing ‘distributeNeumark’) function of the Neumark Token Holder Contract to the Tokenholder’s Ethereum Address, the Tokenholder shall enter into the Neumark Token Holder Agreement, on the terms and conditions specified therein. Acceptance of the terms and conditions and conclusion of the Neumark Token Holder Agreement shall be required in order to conclude this Agreement.
- 9.5 **Acquisition of the Neumark Tokens by Fifth Force [Malta Ltd./ GmbH].** The Tokenholder acknowledges that an amount of Neumark Tokens that equals Neumark Grant received by the Tokenholder will be automatically distributed to an Ethereum address controlled by Fifth Force [Malta Ltd.], the operating entity behind the Fundraising Platform .

10. Representations and Warranties of Tokenholder

Tokenholder hereby represents and warrants as follows:

- 10.1 In the event Tokenholder is a corporation, that Tokenholder is a corporation duly organized, validly existing and in good standing under the laws of Tokenholder’s jurisdiction of incorporation, and have all requisite corporate power and authority to carry on the transactions contemplated of

Nominee under this Agreement.

- 10.2 Tokenholder has all requisite power and authority to execute and deliver this Agreement and effect the exchange for Company Token and to carry out and perform its obligations under this Agreement, and this Agreement will constitute a legal, valid and binding obligation of Tokenholder enforceable against Tokenholder in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).
- 10.3 Tokenholder has such knowledge and experience in financial matters, business and technology, including but not limited to blockchain technology and other considerations relating thereto to be able to evaluate the risks and merits of (a) this Agreement and (b) the Company Token to be acquired by Tokenholder pursuant to this Agreement.
- 10.4 To the extent required by applicable laws, Tokenholder represents and warrants to Nominee that Tokenholder complies with all anti-money laundering and anti-terrorism-financing requirements.

11. No Liability of Nominee

Besides malicious intent (*Arglist*), intentional tort (*vorsätzliche Schädigung*) or fraud (*Betrug*), any claim of the Tokenholder against the Nominee other than explicitly stated in this Agreement shall be excluded. Private Key storage shall be at the Tokenholder's sole discretion.

12. Obligation of Tokenholder to provide Information

To the extent that Nominee determines, in its sole discretion, that it is necessary to obtain certain information about Tokenholder in order to comply with applicable law or regulation in connection with the acquisition of Company Token, Acquiror shall provide Nominee such information promptly upon such request, and acknowledges and accepts that Nominee may refuse to proceed with the exchange of Company Token or withhold delivery of Company Token until such requested information has been provided to the satisfaction of Nominee.

13. Miscellaneous

- 13.1 **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.
- 13.2 **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 Fundraising Platform. For announced forks entity operating Fundraising Platform may execute a transaction that informs Tokenholder and Nominee that specific fork will be supported when activated. On fork activation, entity operating Fundraising Platform shall execute a transaction on fork that it wishes to support to mark it as such. Such transactions are executed to Ethereum Fork Arbitrator Smart Contract with address {gen.universe.forkArbitrator:address}.
- 13.3 **Smart Contracts Code Update ("Bug-fixing provision").** Smart Contract may provide a mechanism

to amend smart contract code by Fundraising Platform without the Tokenholder and Nominee authorization. This mechanism may be used to exclusively resolve issues with (i) smart contract security; (ii) non-intentional deviations from regulations provided for in section 3 and 9 hereof; (iii) change the structure of the source code, class interfaces, program control flow etc. if this does not change regulations in section 3 and 9 hereof; (iv) translate source code to other computer language without affecting the regulations provided for in sections 3 to 9 hereof; (v) amend the Smart Contracts provisions that became invalid or impracticable due to external effects.

13.4 **Smart Contract Amendment.** No modification or amendment to any of the Smart Contracts, other than Code Update described in section 12.3 hereof, shall be effective unless authorized by each Party by signing such amended Smart Contract and voiding existing Smart Contract.

13.5 **The effect of the Smart Contract Amendment on the Agreement.** An amendment of one or all Smart Contracts pursuant to section 12.4 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 Nominee by executing transaction on amended Smart Contract. The Tokenholder shall be solely responsible for getting acquainted with the most recent version of the Agreement.

Acquisition Summary for Tokenholder with Ethereum Address {personal.tokenholder}

Generated at block with hash {personal.block.hash}

Acquired Company Tokens: {} of [Company Token] which amounts to [*] of Company shares

Funds contributed in nEUR: [*]

Funds contributed in Ether: [*]

Total funds contributed in Euro equivalent: [*]

Average Company Token Acquisition Price: [*] nEUR

Neumark Grant: [*] NEU

Neumark Acquisition Ratio: [*] nEUR/NEU

Signed Investment and Shareholder Agreement: [*]

Token Holder Agreement: [*]

Acquisition Date: {date of the token claim period}

Warning that claim didn't happen yet!