



NEUFUND PLATFORM - TERMS OF USE

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These Neufund Terms of Use (“Terms of Use”) govern the contractual relationship between Fifth Force GmbH, Cuvrystr. 4, 10997 Berlin/Germany, registered with the commercial register of the local court Charlottenburg under HRB 179357 B, represented by the managing directors (“Fifth Force” or “we” or “us”) and the users of the website neufund.org (the “Neufund Platform”). The Neufund Platform makes technical services (the “Services”) available to prospective and active businesses (Section 14 BGB) registered or located outside the USA seeking to raise funds (“Issuers”) and prospective and active investors as non US-citizens seeking to invest in those business via the Neufund Platform (“Investors”) (Issuers or Investors each also a “User” or jointly the “Users” or “you/your”).

The use of the Neufund Platform shall only be permissible on the basis of these Terms of Use. A contract for the use of the Neufund Platform becomes effective upon the successful creation of a User account the Neufund Platform.

1. Provision of Services

On the Neufund Platform Users may provide and raise funds in the form of the existing cryptocurrency Ethereum (ETH) or a Neufund Platform specific fiat currency converted from Euro (nEUR) via a crowdfunding like mechanism. We only act as broker of such funding process. Users as Issuers may raise certain funds described in detail below provided (indirectly) by Users as Investors through the Neufund Platform and receive certain benefits relating to such Issuers in return if an investment has been successful. Users participating in such fundings may also participate in the success if the Neufund Platform via receiving equity tokens. Details about our Services may be found in these Terms of Use as well as on the Neufund Platform and related materials.

The Services offered on the Neufund Platform are only offered to Users who fulfill certain conditions set forth in these Terms of Use and who have successfully registered on the Neufund Platform and accepted these Terms of Use as well as the privacy policy (“Privacy Policy”).

It is the responsibility of the Issuers and/or Users to independently assess in detail the implications of the Services and products provided by the Neufund Platform on their business or individual financial position.

Fifth Force may, at its sole discretion, from time to time and without prior notice to you, modify, suspend or disable, temporarily or permanently the Services, in whole or in part, for reasons such as, but not limited to, as a result of a security incident.

2. Scope of Services on the Neufund Platform



Please note that in providing the Services pursuant to these Terms of Use, Fifth Force does not as a credit institution nor as a financial services provider in accordance with the German Banking Act (Kreditwesengesetz or KWG). Further, Fifth Force does not perform any investment advisory services. In particular, no investment recommendations, tax or legal advice is provided through the Neufund Platform.

3. Description of Services provided by the Neufund Platform

Fundraise with equity token via ETOs and ETO Agreements

The Neufund Platform enables the primary offering of securities as legally binding smart contracts on the Ethereum (ETH) Blockchain - "Equity Tokens". Equity Tokens are technologically enhanced quasi-shares that guarantee crucial equity-like rights for Investors and Issuers. An Equity Token offering (ETO) can be conducted by any incorporated entity worldwide, however, at the moment the Neufund Platform does not accept companies incorporated in the United States of America, due to regulatory uncertainty. For performing and issuing an ETO the Users need to successfully register on the Neufund Platform and enter into separate agreements for each investment in form of the "Reservation and Acquisition Agreement" and "Token Holder Agreement" provided in the User Account ("ETO Agreements"). By linking on-chain representation with the off-chain asset the token owner holds rights that can be recognized off-chain. Accordingly, the protection offered to you as a User is two-fold. Off-chain, your rights are protected through the ETO Agreements or other applicable investment or token holder agreements (the "Off-chain Agreements"). On-chain, the rights incorporated in the Off-chain Agreements are mirrored in the smart contracts recorded on the Blockchain.

Neumark (NEU) and NEU token holders

Neumarks (NEU) are Neufund's protocol tokens which participants may earn by investing as Investors into ETOs based on the ETO Agreements. The NEU tokens entitle their holders to economic co-ownership of the Neufund Platform and to a percentage of the revenues generated by the Neufund Platform. Investors as NEU token holders receive a share of success fees paid by Issuers of ETOs, as well as the economic benefit from every ETO conducted through the Neufund Platform as from the date the NEU tokens are acquired. The amount of NEU tokens held represent the individual stake in the Neufund ecosystem. In total, they thus represent the value of Neufund's entire token economy.

nEUR

nEUR is a stable coin which mirrors Euro (EUR) investments on the Neufund Platform. In order to facilitate an investment on the Neufund Platform in Euro (EUR), nEUR are created when funds are wired from a bank account in EUR and received in fully cleared funds in a designated bank account. Quintessence AG, a stock corporation organised and operating under the laws of Liechtenstein is an external payment provider facilitating the creation and use of the nEUR. Investors will be required to enter into a separate agreement for the payment services by an engaged licensed third party



provider pursuant to the terms and conditions set by Quintessence AG. The conversion rate between nEUR and EUR is 1:1. nEUR can only be used within the ecosystem of the Neufund Platform. It cannot be used outside of the Neufund Platform and it cannot be traded on exchanges.

4. Registration and Limitations of Use of the Neufund Platform

In order to use the Neufund Platform to its full extent, each User must register and create an account on the Neufund Platform as Issuer or Investor (each a “User Account”). The registration requires all requested data to be provided completely and truthfully. In providing the registration information, you agree that you will not provide false information, omit or misrepresent information, or otherwise conceal your identity or any material information. By clicking on the button ‘Complete registration’ the User submits a binding offer on the conclusion of the contract about the use of the Service that require registration and agrees to the Terms of Use as well as the Privacy Policy of Fifth Force, which are valid at the time of registration. Before sending this binding offer the User may check and amend the provided information. The User may then receive a confirmation email for registration, however, such email does not imply an acceptance of the User’s offer. Fifth Force may only declare the acceptance under the condition that the User clicks on the activation link given in the confirmation email. This link must be clicked on in order to activate the account. If the account is not activated within a reasonable period the registration process will be stopped and all previously filled-in data will be deleted. Furthermore, Fifth Force will only provide its Services for registered Users if such User complies with the conditions set forth herein and as set forth on the Neufund Platform. The contract is only concluded when the declaration of acceptance is submitted by Fifth Force, which is sent with a separate email or upon first (full) access to the Neufund Platform for registered Users. These Terms of Service, Privacy Policy as well as any additional agreements (as applicable) is sent to the User by us on a durable data carrier (email or paper printout).

There is no legal entitlement for using the Services provided by Fifth Force. Fifth Force has the right to stop or deny any registration without giving any reasons.

By the time of sign-up the User must be, if not an entity, at least 18 years old and fully contractually capable. In case of doubt Fifth Force is entitled to ask the individual user to submit a documentary evidence of age or contractual capability.

Please note that the Neufund Platform does not allow registration of politically exposed persons as the term is defined by the Financial Action Task Force (PEPs) and individual or corporate Investors or Issuers currently residing in the countries identified by the Financial Action Task Force listed on their [website](#). Please also note that, due to regulatory restrictions, the Neufund Platform accepts neither Issuers nor Investors as citizen of, incorporated in, or residing in, the United States of America.

If an individual person is registering on behalf of a business entity as Investor or Issuer, such individual person and business entity warrants that such individual person has the authority to bind that entity to these Terms of Use. Furthermore, all registration information must be kept up to date at



all times. This means that you shall notify operators of the Neufund Platform promptly of any material change in the validity of previously provided information via email or amending such details in your User Account.

Following successful registration, you will be able to use the Neufund Platform. Please note that use of the Neufund Platform requires a wallet. Users may use an existing wallet. The Neufund Platform supports Ledger Nano and Meta Mask (note: usually through the Metamask interface Parity, Mist and MEW wallets may also be used). If you are an Investor and do not yet have a wallet, you can also use light wallet. For more information regarding the use of the light wallet, please see section 6 (*Specific Provisions and Requirements applicable to Investors*) below.

5. Privacy and Data Protection

To provide its Services for Users, Fifth Force processes personal information about the Users for the purpose of the performance of the Services. Details about processing of personal data as well as our security procedures may be found in our Privacy Policy. However, please note that the risk of unauthorised third parties accessing, using, reading, or manipulating data cannot be fully excluded for an online service like ours.

6. Specific Provisions and Requirements applicable to Investors

The User who registers as Investor must successfully complete the identity verification process in order to proceed with use of the Neufund Platform as Investor. For identification verification purposes, each Investor will be prompted to provide the necessary information requested by the operators of the Neufund Platform. Currently the following minimum information is required:

- Name
- Address
- Date of birth
- Proof of identity (e.g. passport)
- Proof of address (e.g. utility bill) and
- Confirmation of citizenship (United States of America)

Thereafter, you will be able to register on the Neufund Platform using an existing wallet or, in the case that you do not yet have a wallet, you can also use the in-browser Light Wallet.

Light Wallet

The Light Wallet is a starter solution for Investors who are new to blockchain. It is an in-browser wallet built from an open-source library. For Investors who intend to invest larger amounts, we strongly suggest using the Ledger Nano S. Issuers cannot use the Light Wallet and must use the Ledger Nano S.



If you are an Investor using the Light Wallet you will have full control of the private key to the wallet and you will therefore be solely responsible for the security of the wallet. At no point does the operator of the Neufund Platform have access to private key information nor can the operator of the Neufund Platform retrieve private key information. You are responsible for all the activity on your User Account, and for keeping your login link and the recovery phrase.

You are obliged to immediately inform us in case of suspicion or evidence of any misuse of your User Account by any unauthorized third parties.

7. Specific Provisions and Requirements applicable to Issuers

In case of Issuers, the legal or validly authorized representative of the Issuer must register and successfully complete the identity verification process on behalf of the Issuer in order to proceed with use of the Neufund Platform and create a User Account. Please note that Issuers must register using a Ledger Nano S, the Light Wallet cannot be used by Issuers. Any Issuer seeking to raise funds through the Neufund Platform will need to fulfil the criteria set forth on the Neufund Platform. Currently the minimum criteria is:

- Issuer must be an incorporated entity; and
- Issuer (or authorized representative) must complete the identity verification process and provide proof of legal form, corporate structure (including beneficial ownership) and legal representative information including supportive documents.

Thereafter, and upon successful verification of Issuer for a User Account, the legal or validly authorized representative of the Issuer (the “Legal Representative”) will be provided access to Neufund Platform, enabling the Issuer through its Legal Representative to among other things, commence the process of raising funds by (i) specifying the terms of the offer for prospective Investors, (ii) raise funds in ETH and/or nEUR, (iii) manage communications and corporate governance matters with token holders, and (iv) raise follow-on rounds.

The Issuer and Legal Representative are obliged to immediately inform us in case of suspicion or evidence of any misuse of their User Account by any unauthorized third parties.

8. Intellectual Property; Grant of Rights

Excluding any open source software or third-party software that the Neufund Platform or the Services incorporates and the Content as set out below, Neufund is entitled to any rights to the Neufund Platform and the Services, including but not limited to all rights relating to algorithms, APIs, databases, data collections, diagrams, formulae, logos, designs, names, methods, network configurations and architectures, processes, protocols, schematics, specifications, software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, websites, and other forms of technology (whether or not embodied in any



tangible form and including all tangible embodiments of the foregoing) as well as technology, content and other materials used, displayed or provided on the Neufund Platform or in connection with the Services (including all intellectual property rights subsisting therein). Such material is protected by copyright law, trademark law, data protection law (as applicable) and/or other laws of intellectual property. As applicable and to the extent legally permissible, in particular, complying with applicable data protections laws, each User hereby transfers and grants the respective aforementioned rights to Fifth Force exclusively and unlimited in time, scope and space. Any use, transmission and/or copy of any content on the Neufund Platform or Services not aligned with these Terms of Use or without the prior consent of Fifth Force is a violation of these Terms of Use and strictly prohibited.

Users may upload certain information, pictures etc. (the “Content”) on the Neufund Platform to present themselves or their business to the other Users. Via uploading the respective Content on the Neufund Platform, each User hereby grants Fifth Force the sublicensable right to use such Content unlimited in territory for the purpose of these Terms of Use, in particular, displaying such Content on the Neufund Platform and related sub-sites.

9. Representations of the User

Representations and warranties are personal statements or assurances given by you on which we will rely when we provide the Services to you. By using the Neufund Platform, you represent and warrant that at all times, you acknowledge and confirm that all of the following is true:

- You are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you;
- You are not a politically exposed person and do not have any relationship (e.g., relative, associate etc.) with a person who holds or held any public position in the last 12 months. If the above statement is untrue or inaccurate with respect to you, please inform our customer support team at <https://support.neufund.org/support/home> and we shall inform you if/how you may continue to use the Services.
- You are of sound mind and judgement;
- All the details that you have submitted to us or any details given to us when opening an User Account and/or making a deposit are accurate, up-to-date, complete and not misleading and match the name on the payment accounts in which you intend to deposit or receive monies from your account;
- You will notify us immediately of any changes to any information you have provided to us in connection with these Terms of Use;



- You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide and it is your responsibility to make sure that you comply with all laws and regulations applicable to you before using the Services.
- You have verified and determined that your use of the Services does not violate any such laws or regulations of any jurisdiction that applies to you;
- (as applicable) You have the legal authority to grant the rights to the Content under Section 8 above and Fifth Force does not infringe any third party rights related to such Content via using such Content as set forth in Section 8;
- All money that you use and invest through the Services does not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority.

10. Fees

In general, the use of the Neufund Platform is free of charge.

As an Investor, you will not be charged any fees for participating in an ETO. After a successful ETO a success fee is automatically deducted and distributed pro rata to the Investors as NEU token holders registered and verified (according to and as described in section 6) on the Neufund Platform based on the ETO Agreements in the following manner:

- 3% of funds raised, in EUR or ETH.
- 2% of issued equity tokens.

11. Transfer of Funds

Investors who wish to invest in an ETO on the Neufund Platform can do it either with the existing cryptocurrency Ethereum (ETH) or using Neufund Platform specific fiat currency converted from Euro as also described in detail above (nEUR), depending on the specifications of the respective ETO and Issuer.

To invest in ETH the User will need to either register using the wallet where the ETH is held, or transferring it to one of the supported wallets used in the registration of the User Account.

To invest with nEURO the Investor will use bank to bank wire transfer to one of the respective bank accounts provided on the Neufund Platform. The funds which will be transferred by the User will be kept in the bank account and nEURO will be created for the User in order to enable the investment for the User.



Unless otherwise approved, third party or anonymous payments shall not be accepted when using the Neufund Platform. If the engaged payment provider or operator of the Neufund Platform is not satisfied that you are the sender of the money it reserves the right to reject the money and return it to the remitting Investor. You may be required to submit additional documentation as required by anti-money laundering regulations and any other similar regulations applicable to the Neufund Platform (“AML”).

According to our AML procedures any withdrawal request will be paid to the same individual that originally deposited money via any of the payment methods used by such User when the trading account was initially funded.

We reserve the right to engage and use third party provider to analyze your transaction in respect to AML requirements.

12. Making Investments, Binding Offers

Details about the investment process and the conclusion of the agreements between Investor, Issuer and Trustee are set forth in the ETO Agreements provided through the Neufund Platform

In short, the process through which an Investor will be able to make an investment into an ETO is as follows:

- The Investor makes a binding commitment to subscribe to ETO shares at the price set by the Issuer, payment of which is contingent on the Issuer meeting its capital raising goal during the term of the ETO. Such binding commitment is subject to the condition that the raising goal set forth on the Neufund Platform is met. The details of the investment process and entering into this binding commitment are described in the ETO Agreements. All Investor funds committed during the term of the ETO in ETH or nEUR are held in smart contract escrow (the “Escrow”) until the end of the ETO. This means that funds that you commit will be transferred to a blocked account and will only be released to the Issuer once the capital raising goal is met. In case the capital raising goal is not met, the Escrow will return all Investor funds to the Investor.
- As Investor, you will be represented in the Issuer’s shareholding structure by a designated trustee. The “Trustee” is a separate independent entity established by the Issuer exclusively for purposes of the ETO capital raising efforts and to act on behalf of ETO Investors. While the Trustee will represent the respective ETO’s Investors in the Issuer’s shareholding structure, the Investor remains the beneficial owner of all rights attaching to the shares (e.g. dividend and exit proceeds).



- If the Issuer's capital raising goal is met, (i) an investment agreement (as part of the ETO Agreements) is executed between the Issuer's existing shareholders and a Trustee acting on behalf of the Investor and all other ETO Investors which is recorded electronically through the smart contract and as a hard physical copy, and (ii) a "Reservation and Acquisition Agreement" and "Token Holder Agreement" between the Investor and the Trustee which is recorded electronically through the smart contract and as a hard physical copy.
- The agreement relating to the investment of the Investor and the rights relating to the Issuer will be provided to Investor and Issuer through the Neufund Platform.

It is the sole responsibility of the Users to independently assess in detail the implications of their investments and fund raising provided via the Neufund Platform on their business or individual financial position.

13. Availability of the Neufund Platform

As a provider of technology, we remind you that in some circumstances the use of the internet can at times be unreliable and at times you may experience trouble connecting to the Services. You agree that we will not be liable or responsible, and you will not hold or seek to hold us or any of our affiliates liable or responsible, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects.

14. Liability

In the event our Services are free of charge the statutory liability provisions shall apply.

In the event our Services are not free of charge the following shall apply: Liability of Fifth Force on damages by or in connection with the execution of contractual obligations shall be excluded. The limitation of liability shall not apply to:

- damages arising out of death, injury to body or health;
- damages due to a neglect of duty by Fifth Force concerning essential contractual rights and obligations, which are absolutely necessary for a proper execution of the contract, and which might endanger the fulfilment of the contractual purpose (material contractual obligations). In that case, however, liability shall be limited to typical and foreseeable damages;
- damages caused deliberately or due to gross negligence by Fifth Force;
- liability according to the Product Liability Act;
- liability in the case of the acceptance of a guarantee.



An exemption from liability as well as limitations of liability of Fifth Force shall also apply to the legal representatives and assistants of Fifth Force.

Fifth Force shall not be deemed liable for damages due to labor disputes and/or force majeure.

15. Technical Features

The Neufund Platform is an open source protocol for the tokenization of existing off-chain assets (e.g. existing equity). The Neufund Platform uses protocols to create ERC-20 based tokens that embody legally enforceable rights.

16. Cancellation and Termination

These Terms of Use shall remain in full force and effect for an undetermined term. The contract created through these Terms of Use may be terminated at any time by either the User or Fifth Force, provided that a written notice of termination (e.g. email or letter) is sent to the other party with notice of 2 weeks prior to the end of the month. Termination is precluded prior to the settlement of any ongoing investment transaction (see section 12 above).

17. Amendment of the Terms of Use

Fifth Force reserves the right to amend the Terms of Use with effect for the future. Any such amendments shall be considered accepted by you provided that no objection is made in text form to Fifth Force within one month as from when you receive notification of the amendment. Sending the objection in due time shall be relevant for the compliance with the stipulated four-week period. Alternatively the intended modification may also be announced in the form of an in-platform message. We will inform on these consequences in its respective message.

In case the User objects to the modification within the four-week period Fifth Force shall be entitled to cancel the contract with immediate effect, without the User having any claims against Fifth Force arise. If the contractual relationship after the effective objection by the User continues, the previous terms and conditions shall remain in force.

18. Customer support and communication channels

We are committed to providing customer support services for Users. For any questions and/or concerns please reach out through the following channels:

Our support portal (8:00 to 18:00 CET, Monday through Friday):

<https://support.neufund.org/support/home>

Via email to support@neufund.org



19. Closing Provisions

If applicable, the place of performance of the Services is the place of business of Fifth Force. These Terms of Use are subject to German law excluding the Convention of the United Nations on Contracts for the International Sale of Goods. Any statutory provisions on the limitation of the choice of law as well as the applicability of mandatory laws especially by the state, in which the User as consumer has his usual place of residence, shall not be deemed affected.

The place of jurisdiction over any matters relating to these Terms of Use or the Services shall be the locale of the registered office of Fifth Force if the User is a business person or to the extent permitted and compatible with applicable law.

Should individual or several provisions of the conditions hereof be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. In such case, an effective substitution provision which comes as close as possible to the intent ineffective provision shall be enforced. The same shall apply to gaps in the contract. In case this may constitute an unreasonable hardship for one of the contracting parties the contract shall become ineffective as a whole.