

## CONSORTIUM AGREEMENT

This Consortium Agreement (hereinafter referred to as the “Agreement”) is concluded between:

- 1) NEOETF Management Partner S.a.r.l., registered in Luxembourg (hereinafter referred to as the “Company”), which is the management company of the NEOETF Digital Fund, SCSp fund, also registered in Luxembourg (hereinafter referred to as the “Fund”);
- 2) Individuals who have joined the Agreement with the intention of investing in business objects in the manner and on the terms provided below (hereinafter collectively and individually referred to as the “Investor”), and
- 3) The company that is the owner of the marketplace operating in the country of residence of the Investor (hereinafter referred to as the “Owner”).

### Terms and Definitions

For the purposes of this Agreement, the following terms have the following meanings:

- **Consortium** is a joint activity of the parties to the Agreement aimed at reducing their costs, creating, and developing Trade Turnover, as well as creating and managing Profiles.
- **Profile** – the Investor’s profile in the Company’s database, which forms the market value of large amounts of information about Investors by comparing their demographic data and demonstrated consumer preferences.
- **Loyalty Program** is a form of cooperation between the Company and the Investor, where the Investor influences the creation and development of his Profile, uses the Website and assists in expanding Trade Turnover through recommendations to third parties, and the Company accrues and pays Cashback to the Investor for assistance in expanding Trade Turnover.
- **Participation Token** is a digital asset secured by a share of the Fund, purchased by the Investor and necessary to begin a partnership with the Company under the terms of the Agreement.
- **Loyalty Token** is a digital asset that the Investor has the opportunity to receive from the Company as cashback for completing the loyalty program and subsequently use in Trade turnover.
- **Cashback** is payments made by the Company to the Investor for assistance in expanding Trade turnover, in the form of Loyalty Tokens, made one-time or based on the results of Planned Accrual Periods.
- **Planned Accrual Period** is the period in which the Investor received the maximum amount of Cashback after each payment of the Infrastructure Contribution.
- **Infrastructure Contribution** – a regular contribution of each party to the Consortium to support its activities, in the case of the Investor, withheld from the amounts of accrued Cashback under the conditions provided for in the Agreement.
- **Trade Turnover** is an indicator of the total sales volume of goods and services on the Website for a certain period of time.
- **Maintaining Trade Turnover** is the regular purchase by the Investor of goods and services on the Website for personal use from those offered for this by the Company.
- **Conventional Unit** – one conventional unit equivalent to one USDT – digital currency, the value of which always corresponds to the value of the US dollar.
- **Website** – an Internet resource owned by the Owner and representing a marketplace for the sale of goods and services with the option of supporting the Investor’s Personal Account, part of the group of trading platforms of the F2C family, in relation to which the Company is developing trade turnover.
- **Personal Account** – the Investor’s personal page on the Website, containing his personal information, information about purchases of goods and services on the Website, persons involved by the Investor in creating Trade Turnover, the number of Loyalty Tokens in the Investor’s wallet.
- **Communication Channels** – YouTube channel: NEOETF Digital foundation - You Tube, official channels in Telegram: <https://t.me/neoetffoundation>, through which information about the activities of the Website is disseminated.

## **1. General Provisions**

- 1.1. This Agreement is an agreement to adhere to the conditions set out in the Agreement as an offer, which can be accepted by the Investor only by acceding to this Agreement as a whole by performing the actions specified in this Agreement and regarded as acceptance of the terms of this Agreement in full.
- 1.2. This Agreement comes into force for each specific Investor from the moment such Investor accepts its terms (acceptance) by checking the box "I accept the terms of the CONSORTIAL AGREEMENT" in the corresponding field on the Website page. This Agreement is valid for an indefinite period.
- 1.3. The Investor confirms that he unconditionally agrees with all the terms of this Agreement in full, without any reservations or exceptions, and is fully aware of their significance, as well as the possible consequences of violating these terms. By accepting the terms of this Agreement, the Investor undertakes to comply with them.
- 1.4. The Company reserves the right to change the terms of this Agreement and all its integral parts at any time in accordance with the terms of this Agreement. All upcoming changes are posted on the Website, "About the Company" page, in the "Documents" section, indicating the effective date.
- 1.5. The investor who accepts this Agreement assures the Company that he has full contractual capacity. Only persons over 18 years of age can register as an Investor. On the registration page, the Investor must check that he is 18 years of age or older at the time of acceptance. Users who have not reached the age of 18 but have registered on the Website in violation of the rules established by this paragraph, are deprived of their ID number and access to their Personal Account, with the cancellation of purchased Participation Tokens without refund of their cost.
- 1.6. The Company offering this Agreement in the form of an offer assures the Investor that it is acting based on a joint activity agreement concluded with the Owner of the Website, according to which the Company assumes responsibility for creating and expanding the consumer base of the Website, including through attracting Investors.

## **2. Start of partnership**

- 2.1. To begin a partnership with the Company as an Investor under the Loyalty Program, the latter undertakes to purchase Participation Tokens from the Company for the minimum amount established in the Personal Account. The purchase of Participation Tokens is a fact of activation of the Investor in the Personal Account.
- 2.2. The Investor pays for the acquisition of Participation Tokens their cost, expressed in Conventional Units, by transferring the required number of digital assets to the Company.
- 2.3. The Company, at the request of the Investor, may assist him in acquiring the appropriate amount of digital assets to purchase the required number of Participation Tokens.
- 2.4. An investor who has not purchased Participation Tokens does not have rights and obligations under the Agreement and does not receive the right to receive Cashback.

## **3. Investor Profile**

- 3.1. The Investor hereby gives the Company his full and unconditional consent to record primary demographic information about him (without a specific name and information about identification documents) as an impersonal subject, as well as information about his consumer behavior for the formation of large amounts of data and their use in commercial purposes.
- 3.2. The Company has the right to receive income for providing third parties with aggregate information from Investor Profiles to the extent provided for in clause 3.1 of the Agreement. The Company reserves this right even in the event of termination of the Agreement for one reason or another.
- 3.3. The Company undertakes not to use the Investor's personal data in any way other than in the ways specified in the Agreement.

- 3.4. As compensation for using the Profile, the Company distributes to the Investor a portion of its income from the Trade turnover created on the Website, as provided below.

#### **4. Cashback**

- 4.1. For the Investor's assistance in creating Trade Turnover, the Investor is paid Cashback.
- 4.2. The acquisition by a third party of Participation Tokens to begin a partnership with the Company on the direct recommendation of the Investor entitles such Investor to receive Cashback in the amount of 15 (fifteen) Loyalty Tokens within 1 to 30 (thirty) business days from the date of such acquisition.
- 4.3. The Investor also receives Cashback in the amount of 3% of the cost of goods and services (not including Participation Tokens) purchased on the Website both by himself and by persons registered on the Website on the direct recommendation of the Investor.
- 4.4. Cashback for Trade Turnover represents the Investor's share in the Website Trade Turnover, calculated according to the parameters approved by the Company for the Planned Accrual Period and ranging from 10 (ten) to 800 (eight hundred) Loyalty Tokens, depending on the results achieved by the Investor.
- 4.5. Cashback for Planned Accrual Periods is made on the following conditions:
  - 4.5.1. The amount of Participation Tokens is guaranteed to be returned after 6 (six) months from the date of their purchase in the event that the Investor does not receive Cashback in the form of Loyalty Tokens in an amount equal to or exceeding the number of Participation Tokens;
  - 4.5.2. The use of accrued Loyalty Tokens in the amount of 10 to 310 pieces is carried out at the request of the Investor unconditionally;
  - 4.5.3. The use of the following Loyalty Token accruals from 10 to 320 pieces is available after the Investor makes an Infrastructure contribution in the amount of 100 Loyalty Tokens from the balance in his personal account;
  - 4.5.4. The use of Loyalty Tokens from 10 to 640 pieces is available subject to the Investor re-paying an Infrastructure contribution in the amount of 100 Loyalty Tokens from the balance in his personal account;
  - 4.5.5. The use of Loyalty Tokens from 10 to 800 pieces is available subject to the subsequent payment by the Investor of an Infrastructure contribution in the amount of 100 Loyalty Tokens from the balance in the personal account;
  - 4.5.6. Further use of Loyalty Tokens from 10 to 800 pieces is available subject to the Investor making an Infrastructure contribution in the amount of 100 Loyalty Tokens from the balance in his personal account in each case;
  - 4.5.7. The number of Loyalty Tokens for the purpose of determining the need to re-purchase goods and services is calculated cumulatively from the beginning of the accrual of Loyalty Tokens to the Investor.
- 4.6. Loyalty Tokens are credited to the crypto-wallet details specified by the Investor during registration in the Personal Account.

#### **5. Rights and obligations of the Parties**

##### **5.1. The Company undertakes to:**

- 5.1.1. Comply with the terms of this Agreement;
- 5.1.2. Interact with the Website Owner so that he ensures round-the-clock operation of the Website and Personal Account during the entire term of this Agreement, as well as providing the Investor with access to the Personal Account;
- 5.1.3. Inform the Investor about new services of the Website;
- 5.1.4. Provide assistance to the Investor in performing transactions with digital assets (purchase, exchange, sale);
- 5.1.5. Administer the Investor's personal account;
- 5.1.6. Do not disclose or distribute personal data to third parties without the consent of the Investor.

##### **5.2. The Investor undertakes to:**

- 5.2.1. When completing the registration procedure on the Website, provide reliable and complete information about yourself in the registration form, and keep this information up to date. The investor independently bears all risks and losses associated with the placement of unreliable (incorrect) information. If the Investor does not provide information, does not keep the information in the Personal Account up to date, provides inaccurate information, or the Company has reason to believe that the information provided by the Investor is incomplete or unreliable, the Company has the right, at its discretion, to block the Investor's Personal Account. The Company has the right at any time to require the Investor to confirm the data specified during registration and request supporting documents in this regard;
- 5.2.2. Inform the Company about circumstances that impede the quality of services;
- 5.2.3. Do not disseminate information discrediting the honor and/or reputation of the Company, through any public and accessible sources, until determined by the court;
- 5.2.4. Monitor any changes to the terms of this Agreement. Changes come into force within 10 (ten) calendar days from the date of their publication on the Website;
- 5.2.5. Follow news on Communication Channels in order to receive notifications, news and any other information, including business information, including subscribing to such channels;
- 5.2.6. Keep your login and password for access to your Personal Account secret. The investor is solely responsible for the security and confidentiality of his password;
- 5.2.7. Comply with other requirements and fulfill other obligations provided for in this Agreement and/or posted on the pages of the Website;
- 5.2.8. Not to carry out actions that could cause damage to the Company and/or the Website Owner, namely on all Communication Channels, not to post advertising posts and other advertising products of third-party organizations that can be sent via the Internet.
- 5.2.9. Do not purchase more than one package of Participation Tokens. If more than one Personal Account is identified for one individual, the Company has the right to block all subsequent Personal Accounts, except for the first one registered, without refunding the cost of Participation Tokens.
- 5.2.10. Pay taxes independently in accordance with the laws of your country of residence on income received as a result of fulfilling the terms of the Agreement.

**5.3. The Owner undertakes to:**

- 5.3.1. Ensure round-the-clock operation of the Website and Personal Account during the entire term of this Agreement, as well as providing the Investor with access to the Personal Account.

**5.4. The Company has the right to:**

- 5.4.1. Determine the rules of conduct on the Website, as well as the rules for using the Website, and reserves the right to demand their implementation from the Investor;
- 5.4.2. At his discretion, at any time, make changes to this Agreement and all its integral parts. At the same time, the Company is obliged to notify the Investor (not necessarily personally) about changes made to this Agreement and all its integral parts through the Communication Channels chosen by it, at least 10 (ten) calendar days before the date of entry into force;
- 5.4.3. Send information messages to the Investor;
- 5.4.4. Unilaterally terminate this Agreement, as well as prohibit access to the Personal Account if the Investor violates the terms of this Agreement, as well as the Investor commits actions that entailed or could result in damage to the dissemination of knowingly false information, discrediting the honor and dignity of the Company or undermining its reputation.

**5.5. The Investor has the right to:**

- 5.5.1. Receive payments from the Company under the terms of this Agreement;
- 5.5.2. Terminate this Agreement;
  - 5.5.2.1. According to paragraph 4.5.1

5.5.2.2. Until the expiration of 6 (six) months without a refund of the amount of Participation Tokens, regardless of the Cashback received by the Investor in the form of loyalty tokens in any quantity.

5.5.3. Change your own password to access your Personal Account. Entering other information contained in the Personal Account is carried out on the basis of a written application from the Investor;

5.5.4. For the purpose of popularization (PR) of the Company, the Investor has the right to use the intellectual property of the Company, including broadcasting, sending out, publishing, and otherwise distributing and reproducing materials posted by the Company on the Website (text, graphics, audio/video, etc.) without the written consent of the Company (except for those materials that are received by the Investor himself on a paid basis), while using the ethics of publications, respecting the honor, dignity and reputation of the Company without violating the interests and rights protected by legislative acts of third parties

#### **5.6. The Owner has the right to:**

5.6.1. Temporarily suspend the operation of the Website due to security issues, legal, technical or commercial reasons;

5.6.2. At any time, change the design and Investor interface of the Website, its content, the content of the functions provided, change or supplement the used scripts, software, content and other objects used or stored on the Website and any applications without notifying the Investor.

### **6. Final provisions**

6.1. For failure to fulfill or improper fulfillment of their obligations under this Agreement, the Parties are liable in accordance with the current legislation of Luxembourg.

6.2. All disputes and disagreements related to the execution of this Agreement are subject to consideration and resolution in the manner prescribed by the laws of Luxembourg.

6.3. If the Investor violates the conditions provided for in clause 5.5.4 of this Agreement, the Investor bears all risks and compensation for damage caused to the Company and third parties.

6.4. An investor who has subscribers of 100,000 or more on social networks (bloggers, other media personalities) can engage in targeted popularization (PR) of the Company, its brand, concepts, etc. on various social networks only with the written consent of the Company. If the Investor has committed actions that discredit the honor, dignity or business reputation of the Company, and has disseminated such information on the Internet and other media resources, then the Company has the right to recover from the Investor a penalty in the amount of 10,000 euros out of court.

6.5. The Investor has no right to transfer his rights and obligations under this Agreement to third parties.

6.6. The Company reserves the right to unilaterally terminate this Agreement if the Investor is caught or noticed by the Company (including information provided by third parties in writing) in:

- domestic violence;
- use of narcotic and psychotropic substances;
- direct or indirect participation in transactions and operations prohibited in the territory of the country of registration of the Company and the country of permanent residence of the Investor;
- participation in unauthorized, anti-government rallies;
- calling for violence, social, religious or national hatred;
- providing/distributing false and unreliable information by any means of communication that undermines the authority (image, name, dignity, etc.) of the Company;
- terrorism, its various forms, including financing, which was facilitated by his financial reward received as a result of cooperation with the Company;

6.7. This Agreement may be terminated upon written request of either Party. Termination of the Agreement at the request of the Investor deprives him of the right to further receive

Cashback, in addition to the one that has already been established at the time of termination.