

AGENCY AGREEMENT (public offer)

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MARKET-PLACE, TOO BEEQB., №: OC425323

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1. INTRODUCTION

1.1. Please become familiar with the terms of this Agreement, concluded between MARKET-PLACE service, **TOO BEEQB.**, with registration number No.: **OC425323**, having its registered offices in: **35 Firs Avenue, London, United Kingdom, N11 3NE**, hereinafter, "Company", "Service" or "We"), provided in this investment agreement ("Agreement") and a new user (hereinafter, "User" or "Investor") of the project at the moment of his or her registration on the platform.

1.2. This Agreement is a legally binding agreement between the MARKET-PLACE Company and a person who has completed the registration procedure and makes investments through the MARKET-PLACE crowdfundering service www.market-place.io.

1.3. The user is bound by this Agreement from the moment of registration on the service without limit in time and agrees to all its terms, confirming his or her agreement by putting a tick in the appropriate box.

1.4. By purchasing shares of the companies through the MARKET-PLACE service, in accordance with this Agreement, the user declares that he understands and recognizes his rights and obligations arising out of this Agreement. It is considered that at the time of registration of the personal account on the Service, the parties have fully accepted all the provisions of this Agreement.

1.5. For the avoidance of doubt, THIS AGREEMENT DOES NOT CONTAIN ANY INVESTMENT, TAX or LEGAL ADVICE.

1.6. This document is also not a prospectus of any kind. Before making an investment decision, the user is recommended to consult with his or her legal, financial or tax adviser.

1.7. **IMPORTANTLY:** please note that if the user is not a resident of the Great Britain, restrictions may apply to his or her right to participate in this Agreement.

In jurisdictions of some countries in accordance with relevant legislation participating in this Agreement may be prohibited. In particular, the purchase of the service's cryptocurrency, PRC utility tokens, may be restricted by the laws of such countries as:

Switzerland, the United States of America, including Puerto Rico, the Virgin Islands, and any other possessions of the United States of America.

1.8. If the user is a resident, as well as an individual or legal entity within these jurisdictions, the user assumes all responsibility for actions performed on the MARKET-PLACE platform. Please note that there are restrictions on the use of crowdinvesting systems in the jurisdictions of some countries.

2. DISCLAIMER

2.1. Please read this document carefully and read and thoroughly understand all the provisions stated in it. Consult a legal, financial, tax, or other professional adviser before taking any action related to the MARKET-PLACE platform, if necessary. By registering in the personal account on the website, you confirm that you have read all the provisions set out and accept them.

2.2. We do not encourage investment and do not give investment advice. All information presented on the platform is for informational purposes only. The user makes a decision on each investment act independently, assuming all the risks related to this process.

2.3. All information related to the future of the platform and the projects presented on it is not an offer or a reliable fact, and is offered to the user as an independent forecast of the development of a particular project.

2.4. By accepting this agreement, the user confirms his or her competence and understanding of the processes related to the issuance, purchase and sale of tokens, smart contracts and blockchain systems. If you do not understand these issues, we recommend you to consult with specialists.

2.5. The service reserves the right to suspend the purchase and sale of tokens to reduce investment risks and prevent speculation with this cryptocurrency.

2.6. The website is not responsible for currency exchange rate fluctuations on the world market and notices that any changes of the exchange rate may affect user's profit.

3. DEFINITIONS

For the purposes of this Agreement the following definitions have the following meaning:

AGREEMENT shall mean this investment agreement and any addendums and annexes thereto by the Company.

AGENT, SERVICE, COMPANY, PLATFORM, WE, MARKET-PLACE shall mean the agency service that represents interests of the users in each project presented on the website, using the following tools:

- legal support of project implementation, taking into account local legislation;
- the internal index CRMS utility token, automatically issued by an algorithm integrated in the platform code.
- own gateway for making financial transactions within the service;
- an independent international crowdfunding platform for attracting funding to transboundary projects presented on it;
- ensuring data safety and protection using blockchain technology;
- easy deposits and withdrawals of funds to the projects.

Transparent and multipurpose international co-financing system that takes over the functions of lawyers, agents and arbitration.

INVESTOR shall mean a person who makes investments in accordance with this Agreement, as defined above.

UTILITY-TOKEN CRMS shall mean an internal cryptocurrency of the service intended for purchasing a share in the presented projects. It is ensured by real assets as part of the projects.

CRMS INDEX shall mean the rate of purchase and sale of CRMS tokens from the service platform, the service accepts the CRMS token to purchase shares of the implementing companies at this cost. It is calculated by the algorithm from the ratio of the total cost of the presented projects to the number of issued tokens.

KYC PROCEDURE shall mean the "know your customer" procedure. User verification is carried out by the service in accordance with the current legislation and anti-money laundering and counter-terrorism regulations.

PERSONAL DATA shall mean that your personal data is collected and processed in accordance with applicable data protection legislation, in particular, the General data protection regulation (GDPR).

WORKING DAY shall mean that the service is available 24/7. The support team works from Monday to Friday, from 9AM to 5PM GMT +2

LEGAL DATA shall mean the address, the form of ownership, etc.

PROJECT shall mean a crowdfunding project presented on the service's website.

INTELLECTUAL PROPERTY shall mean that all information related to technologies, ideas, and conceptual solutions used on the service and in projects is subject to the law on intellectual property protection and is prohibited from copying without the permission of the copyright holders.

INVESTMENTS shall mean user's investments in projects presented on the service.

USER, INVESTOR shall mean a person registered in the service and participating in the financing of the projects presented on the website.

SHARE IN A PROJECT shall mean an indicator determined by the amount of investment in a particular project.

PROJECT CASE shall mean a page of a particular project on the platform, where all information about the project, links to information and interfaces for purchasing shares of the company are presented.

DATA SECURITY shall mean a guarantee of the safety of user's personal data.

USER AGREEMENT shall mean this document signed by the parties at the time of registration of the user and controlling its actions within the project.

IMPLEMENTER, COMPANY, IMPLEMENTING COMPANY shall mean the parties who submit their projects to the service and are directly responsible for their implementation.

EXCHANGE shall mean one of the interfaces on the platform that provides users with the opportunity to sell the CRMS token on the secondary market at a free price.

AGENCY FEE OF THE SERVICE shall mean a commission fee received by the service from implementing companies, which is included in their budget and makes up 4-6% of the project cost. No commission is charged to users of the platform.

PLATFORM shall mean a website operated by the Company that is available at www.market-place.io, that provides users with all necessary information about the projects presented on the platform for sale.

4. BASIC PROVISIONS

4.1. MARKET-PLACE is an international transboundary agency service that provides users with the opportunity to participate in investment projects around the world, using the internal index CRMS utility token or fiat money.

4.2. We always act on the user's side, protecting his or her interests and controlling the implementers performance of their obligations for the projects that are allowed to participate in the service.

5. MARKET-PLACE FUNCTIONS

5.1. The implementing company, being placed on the MARKET-PLACE platform, attracts funds for the implementation of the investment projects in the real economic sector and making a profit within a specified period of time, which is set individually for each submitted project.

5.2. Users can make decisions on investing in the projects based on the provided data, both independently and with the involvement of independent experts.

5.3. There are several ways to participate in the projects presented on the service: through the platform's internal currency — CRMS tokens, through the investing by fiat money, and through the direct access to the project management by purchasing shares from the implementer.

The MARKET-PLACE agency service provides the user with the following tools:

ESCROW

5.4. MARKET-PLACE acts as an escrow controller of the projects, acting on behalf of the users and showing the amount of funds collected, their location and participation in the projects in real time. The service informs users about the project implementation in the "project case" section under the "project stage" button.

5.5. The service controls the expenses of the implementers and directs investments in tranches, according to a pre-approved business plan. In addition, MARKET-PLACE monitors the distribution of invested funds through the project management mechanisms.

5.6. A representative of the MARKET-PLACE is on the Board of Directors of the implementing company for the project management period of time, a representative controls the "purity" of the distribution of incoming cash flows.

APPRAISAL

5.7. MARKET-PLACE, together with experts of the appraisal business, has developed a transparent algorithm for the projects appraisal: this format implies full transparency to any appraisal companies and partners — all information about the projects is in open access and can be easily verified.

5.8. The service provides a systematic asset valuation of the invested implementing company and shows its cost in the "assets" section.

5.9. All evaluation algorithms and formulas for calculating the economic efficiency of each project are disclosed to investors, as well as initial data, that excludes bias and subjective approach. Any appraisal company in the world can double-check these calculations.

5.10. **EXAMPLE OF THE PAYBACK AND ECONOMIC EFFICIENCY CALCULATION:**

<https://market-place.io/storage/docs/HeUTxJvNOXc35hliQJOkRRipwPHlqmclHgnl86fT.pdf>

LIQUIDITY

5.12. MARKET-PLACE uses an algorithm that allows you not only to quickly purchase a share in a project you like, but also to sell it automatically, after that the service again puts it up for the public sale.

5.13. You can exit the project at any time, at the estimated cost of the company at the time of the transaction. Upon exiting, the investor receives the internal currency of the MARKET-PLACE service — the CRMS index token, which can be sold, left on a personal account, or invested in another project presented on the platform.

5.14. If the investor purchased a share in the company directly in the project, it is necessary to notarize the sale of the share to the service to exit the project, in order to receive investment in the platform currency — CRMS tokens after restructuring.

TRANSPARENCY

5.15. The service provides full transparency on collected investments.

The "project case" page, under the "project stage" button, shows the number of investments received in cryptocurrency or fiat money, as well as the number of funds transferred to the project and the stages of project implementation by the implementing company.

5.16. Purchased CRMS tokens that are not directed by the user to purchase shares in the projects are included in the reserve fund and displayed on the "index CRMS" page. Tokens from the reserve fund are distributed among projects according to the decision of the service team.

EXCHANGE

5.17. MARKETPLACE service provides an exchange for the secondary sale of tokens or exchange between users for any other cryptocurrencies, at the free exchange rate at the time of the transaction or in accordance with internal agreements between users.

INVESTMENTS LEGAL DEFENSE

5.18. MARKET-PLACE, together with independent legal international companies, develops a secure legal investment model for each project, as well as a mechanism for exiting the project and a mechanism for liquidating the project, in case it is impossible to implement it, to return the invested funds to investors.

5.19. Report on the development of the invested projects is provided through the service's personal account. A representative of MARKET-PLACE is on the Board of Directors of each implementing company to represent and protect users interests.

5.20. When using smart contracts through the purchase of CRMS tokens, MARKET-PLACE representatives also carry out trust management and control over the distribution of investments by the project implementers at all stages of its implementation.

6. PARTICIPATION IN THE PROJECTS

6.1. Adult users who have completed the registration procedure, KYC procedure, and accepted the terms set out in this agreement are allowed to participate in the projects presented on the service. Participation in the projects and purchase of CRMS tokens is at the user's discretion.

6.2. The minimum amount of the receipt for entering the project in CRMS tokens is \$100.

6.3. The minimum amount of the receipt for entering the project with fiat money in USD is calculated separately for each project and specified in the "direct entry" interface in the "case" of the project.

6.4. The user's participation in the project starts when the user's funds are transferred to the project account in the case of direct access to the project, or when purchasing and depositing CRMS tokens to the project's smart contract.

6.5. The user can exit the project at any time, based on its estimated cost, which is calculated automatically.

6.6. No commission is charged to the users of the service.

6.7. Payment of dividends is made upon completion of the project by the implementer within a predetermined period, or ahead of schedule, at the discretion of the implementer of the project.

6.8. The service reserves the right to refuse to accept investments if there are legal or other objective reasons that prevent using the service in the user's region of residence, or to offer them alternative options for participating in projects.

6.9. The investment amount must be transferred to the client's account in the project, in any acceptable fiat currency, or invested in the purchase of PRC tokens, for the purpose of subsequent investment in projects.

6.10. If you request direct access to the project, the service has the right to refuse the investor to purchase a share without giving reasons. It is done to protect the interests of the project implementers and maintain the purity of the transaction.

7. RISKS

7.1. The service provides its services "as it is", "where available" and is not responsible for outages that occur for objective reasons.

7.2. The service waives responsibility for users' violation of the laws of their country of residence. By registering in the service, the user assumes all responsibility for violating the laws of the country of residence. Please note: in some countries, investment in cryptocurrency is prohibited.

7.3. The user undertakes to provide the service with all necessary documents and provide maximum assistance to resolve disputes related to legislative or legal aspects of participation in projects, if necessary.

7.4. The information stated on the project pages is not an offer or an exact definition of the project development. They can only be used as forecasts, but not as promises or recommendations from the service. Decisions on participation in a particular project, as well as the risks related to it, are made by the user independently or with the participation of independent experts. The service does not provide any guarantees and asks you to remember that high revenues are often related to high risks, and the final amount of profit may differ from the forecast both to the lower and higher side. We do our best to ensure that our forecasts are close to reality, all information and formulas are in open access, so users can independently assess the risks of participating in a particular project.

7.5. The user must understand and recognize the existence of force majeure circumstances that can affect the timing of implementation and profitability of the projects.

7.6. Tokens can be transferred to the third parties, sold or purchased through the service's internal exchange, invested in the projects, or stored on your wallet.

7.7. Direct entry to the projects is performed on personal terms with the allocation of a share in the project and signing of all necessary papers.

8. DIVIDEND DISTRIBUTION

8.1. Project dividends are approved and designated by the implementing company based on its plans and calculations of economic efficiency, which are described in the cases and documents of each specific project.

8.2. The circular diagram on the project page shows the order of profit distribution between the implementer and investors. In addition to the approved distribution of shares, there is a possibility of early distribution of dividends on the initiative of the implementer, which is separately specified on the project page.

8.3. The service monitors the fulfillment of the project implementers obligations, under conditions individually determined for each of the projects. You can read the terms and profit rate for each submitted project on the project "case" page.

8.4. Importantly: CRMS utility tokens are not an investment itself, they only act as an investment tool for the user to participate in the projects presented on the platform.

8.5. In case of early or planned completion of the project, the implementer purchases CRMS tokens for an amount equivalent to the dividends or shares of each of the users, and transfers them to the project's smart contract. The smart contract automatically distributes dividends to the addresses of investors generated in the personal account and linked to the project's smart contract.

8.6. The platform is designed in such a way that profits are paid in internal index cryptocurrency, CRMS tokens, which are sent, among other things, to the development of new projects, which ensures the stability of the exchange rate of this currency.

9. EXIT PROJECTS

9.1. The service provides investors with the opportunity to exit the project through the share purchase/sale interface and get a PRC token for the share at the current Index rate.

The free place in the project automatically goes to the platform's showcase for the next investors to enter.

9.2. CRMS tokens are freely sold and purchased, and their value index is determined by the total ratio of the projects presented on the service to the number of issued tokens.

9.3. Participation in the service, registration, entry and exit from the presented projects are completely free for the users and can be made at any time, using the internal currency of the service, CRMS tokens.

10. UNCONDITIONAL ACCEPTANCE OF THE AGREEMENT

10.1. By signing this agreement the user confirms:

- A. That he or she is of full age and does not violate the laws of his or her country by participating in the project.
- B. That he or she is competent enough to participate in the projects presented on the platform, and also assumes full responsibility for participating in the projects.
- C. That he or she has read this agreement fully and carefully and agrees with all its clauses and sections.
- D. That he or she is aware of all the risks related to the participating in a particular project presented on the platform.
- E. That he or she recognizes all the clauses, sections and terms set forth in the agreement as valid and binding.

- F. That his or her actions do not violate the laws of the country of residence.
- G. That he or she complies with all aspects of tax and other legislation at the place of residence.
- H. That he or she does not use funds obtained illegally to participate in the projects.
- I. That he or she has sufficient resources to participate in projects presented on the service.
- J. That he or she agrees to all the terms and conditions of working with the platform described in this and other agreements, documents and instructions published in free access on the service's website and available for review.
- K. He or she is aware of his or her rights and obligations under this agreement.
- L. He or she assumes all responsibility related to the investing in projects presented on the service.
- M. In the case of investing via the cryptocurrency interface, he or she gives the service the authority to act on his or her behalf and in his or her interests within the selected projects.

11. LIABILITY

- 11.1. The user is personally responsible for all risks related to the participation in projects.
- 11.2. The user agrees to reimburse any losses incurred by the project implementer or the service due to his or her fault. This includes fines, charging orders, expenses, fees, and other financial losses incurred by the service or project due to the user's fault, if proven guilty.
- 11.3. The service does not take responsibility for covering any losses of any kind incurred by the user as a result of using the service.
- 11.4. The user undertakes to independently make tax deductions at the place of his or her stay and assumes all responsibility for their late or incomplete payment.
- 11.5. The user undertakes not to violate the laws of his or her country of residence and assumes full responsibility for their violation.
- 11.6. The user assumes all responsibility for violation of the intellectual property rights of participants and organizers of the projects presented on the service, in particular its unauthorized copying without obtaining appropriate permissions and use for personal or commercial purposes.
- 11.7. The service does not provide products and services, does not give investment advice, and does not encourage investment, acting only as an agent on the user's side in the projects presented on the website.

12. DATA

- 12.1. The user undertakes to provide accurate information about himself or herself, recognizes and understands the responsibility for providing false information.
- 12.2. The user undertakes to provide all the required for participation in the selected projects information.
- 12.3. The service guarantees the safety and security of all data transmitted by the user.

13. NOTIFICATIONS ABOUT CHANGES IN THE TERMS OF THE SERVICE

- 13.1. The service reserves the right to unilaterally make amendments to this agreement by informing the user through the personal account and by email. Changes and additions are considered to come into force from the moment the user is notified of them. By default, the user accepts and agrees to the changes made, otherwise he or she must notify the service of his or her refusal and withdraw from the agreement within 14 days.

14. TRANSFER OF TITLE

- 14.1. The company may, at its discretion, assign any of its rights and obligations under this Agreement to the third parties, as well as assign, at its discretion, implementers to perform specific tasks and provide them with secure access to the necessary information, under a non-disclosure agreement.

15. DISPUTE RESOLUTION

- 15.1. All disputes, disagreements or claims arising out of this Agreement and its content shall be settled through negotiations. If the parties cannot reach an agreement during negotiations, the disputes must be settled in the district court in Great Britain, London.
- 15.2. When applying to the courts, this agreement shall prevail, according to the case law.
- 15.3. If a court order is issued declaring one of the clauses, sections or provisions of this agreement illegal, inadmissible or invalid, this does not affect or change the legality and applicability of the other clauses, sections and provisions of this agreement during legal proceeding.
- 15.4. For all questions related to the service, users can contact the email address investor@market-place.io, for pre-trial settlement of the conflict.
- 15.5. If this has not been done, all responsibility for the occurrence of disputes and related losses falls on the user.

15.6. Project implementers, starting their cooperation with MARKET-PLACE, also assume a number of obligations, the fulfillment of which is mandatory and regulated. This simplifies interaction between users and project implementers.

15.7. Representatives of the service carry out all the necessary work, acting legally, within the project being implemented and carefully monitor the timely implementation of the designated stages of its implementation.

15.8. In case of unforeseen circumstances during the implementation of the project, the service monitors the return of funds to the users in the maximum amount.

15.9. All disputes are resolved in accordance with the provisions set out in the documents presented on the website. All participants of the project express written consent to the introduced terms at the time of registration in the project.