



CRWD TOKENS PRE-SALE & CROWDSALE ORDER FORM & KYC FORM FOR LEGAL PERSONS

Data:

Corporate (registered) name:	
Business address:	Zip/City:
Country:	
Registration number:	E-Mail:
Tax number:	Legal representative:
VAT number:	
ETH/BTC wallet address:	Account owner:

☐ **Option A: Buy in EUR**

OR

☐ **Option B: Exchange CRWDs for ETH**

Total EUR amount, minimum: EUR 1.000,00

Total ETH amount, minimum: 1 ETH

Exact CRWD Token Amount will be calculated on the basis of the daily EUR/CRWT ratio for the day CONDA receives wire transfer to the specified bank account from the Buyer. The EUR/CRWT ratio will be published on ico.conda.online.

ETH have to be submitted directly to the crowdsale address, which will be provided after confirmation.

☐ **Option A) Bank account for token sale**

bank details: *will be submitted after confirmation*

☐ **Option B) ETH Wallet address**

Account owner: CONDA AG
Wallet address: *will be submitted after confirmation*

☐ Sign up for CONDA Newsletter. By checking this box, you hereby agree to receive regularly and/or irregularly commercial information about CONDA and its affiliates, products and services. You can unsubscribe at any time.

If you want to acquire CRWD Tokens, please fill out this form, print it, and submit a scanned copy, including a copy of your passport to [\[team@conda.eu\]](mailto:team@conda.eu).

By submitting the completed and executed form, you offer to CONDA AG to acquire the number of CRWD Tokens indicated above, subject to the terms and conditions of the CRWD Token Distribution Agreement attached hereto as Exhibit 1, including the General Terms and Conditions of CRWD Tokens attached to Exhibit 1. Your offer will exclusively be acceptable by counter-signature on behalf of CONDA AG and returned to the e-mail address indicated above; no other form of acceptance by CONDA AG will be acceptable. You further acknowledge and agree that any right to withdraw from the CRWD Token Distribution Agreement is excluded (see section 8 of Exhibit 1).

Please note that CONDA AG reserves the right to reject any offer for any reason. **CONDA AG will reject any offers from any restricted area (as defined in the General Terms and Conditions of CRWD Tokens).**

You further explicitly consent that CONDA is entitled to process the data submitted in accordance with section 12 below and the data provided herein is true and correct and that any wilful dishonesty will result in immediate termination of agreement.

Place, Date

Signature of Buyer

Accepted and agreed

Place, Date

CONDA AG

Please always include:

☐ Photocopy of personal identity document

☐ Selfie with personal identity document

KYC FORM 2

Fill out mandatory if option A - Buy in EUR)

Classification of business activity [NACE code]:

.....

Full names of all legal representatives:

.....

.....

.....

Required attachment:

☐ A certificate of incorporation or equivalent legal document (excerpt) from a business register

I, legal representative of buyer, declare that the information in this form is true, exact and complete, and I agree to notify you immediately of any modification to any of the information provided.

Place, Date

Signature

KYC FORM 3

Fill out mandatory if total EUR amount exceeds EUR 15.000,00 (option A - Buy in EUR)

Addresses of all legal representatives:

.....

.....

.....

.....

Beneficial ownership:

List all ultimate beneficial owners of your company.

The ultimate beneficial owner of your legal entity is the natural person who:

- holds an interest of at least 25% in the legal entity's capital; or
- can exercise at least 25% of the voting rights at the general meeting of shareholders; or
- is the beneficiary of at least 25% of the legal entity's capital.

If other legal entity holds at least 25% of your legal entity's capital (Buyer) or voting rights or is the beneficiary, provide a list of their ultimate beneficial owners also (defined as natural persons).

- ☐ There are no beneficial owners
- ☐ Beneficial owners listed and Identification forms of beneficial owners attached

List of beneficial owners:

First name, Last name and Percentages

First name, Last name and Percentages

First name, Last name and Percentages

First name, Last name and Percentages

First name, Last name and Percentages

First name, Last name and Percentages

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First name, Last name and Percentages

First name, Last name and Percentages

I, legal representative of buyer, declare that the information in this form is true, exact and complete, and I agree to notify you immediately of any modification to any of the information provided.

Place, Date

Signature

BENEFICIAL OWNER FORM

Title:

First name, Last name:

Street, Zip, City:

Country:

Required attachment:

- ☐ Photocopy of personal identity document
- ☐ Certificate of incorporation or equivalent legal document (excerpt) from a business register.
In case if other legal entity holds at least 25% of Buyer's capital or voting rights or is the beneficiary.

Exhibit 1

CRWD TOKEN DISTRIBUTION AGREEMENT

This CRWD TOKEN DISTRIBUTION AGREEMENT ("**Agreement**") is concluded by and between CONDA AG, a joint-stock company incorporated and existing under the laws of Austria, with its corporate seat in Vienna, Austria, and its business address at Donau-City-Straße 6, 1220 Vienna, Austria, registered with the Commercial Register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under registration number FN 388264b ("**CONDA**"), as the party distributing CRWD Tokens, and you, as buyer and User (as defined by reference below) (the "**Buyer**").

1. INTRODUCTION / RECITALS

- 1.1. CONDA aims to develop and deploy a Blockchain infrastructure (the "**CONDA Platform**") via issuing tokens (the "**CRWD Tokens**" or "**CRWT**"). **The CRWTs are subject to the terms and conditions attached hereto as Schedule 1.1 (the "Terms") and the Buyer hereby acknowledges and agrees to the Terms.** The Terms are an integral part of this Agreement.
- 1.2. The Buyer is aware of the merits, risks and any restrictions associated with digital tokens, cryptocurrencies and Blockchain-technologies, including but not limited to: (i) risk of losing access to tokens due to loss of private key(s), (ii) risks associated with the Ethereum platform protocol and the ERC20 standard, (iii) risk of hacking and security weaknesses, (iv) risk of uninsured losses, (v) risks associated with uncertain regulations and enforcement actions. By accepting CRWTs, the Buyer expressly acknowledges and assumes in particular the risks set out in the Terms (section 7).
- 1.3. Based on discussion with Austrian Financial Market Authority (Finanzmarktaufsicht – FMA) CONDA deems that the CRWTs are not securities as defined under applicable laws of Austria and to our best knowledge, the CRWTs do not qualify as securities under the laws of any other jurisdiction (other than the Restricted Areas (as defined by reference below)). Therefore, the CRWTs have not been registered with any competent regulator. The CRWTs may not be offered, sold or otherwise transferred, encumbered or otherwise used except as permitted under applicable laws. **CONDA AG does not offer, sell or otherwise transfer CRWTs to persons in any Restricted Area or to persons that are citizens of any Restricted Area.**



2. DEFINITIONS

- 2.1. In this Agreement, terms used herein shall have the meaning assigned to them in Terms. In addition, the following terms shall have the following meaning:
- (a) **"CRWT Order Form"** means the order form to which this Agreement is attached as Exhibit 1.
 - (b) **"Delivery"** means the transfer of the CRWT Purchase Amount or CRWT Exchange Amount, as applicable, on the Token Delivery Date to the ETH Address that the Buyer has specified in the CRWT Order Form.
 - (c) **"ETH Address"** means an identifier of alphanumeric characters that represents a possible destination for a transfer of CRWT's on the Ethereum blockchain.
 - (d) **"CRWT Exchange Amount"** means the amount of CRWTs the Buyer would like to obtain.
 - (e) **"Offer Period"** means the period during which CONDA offers CRWTs to the public; CONDA shall be entitled to terminate or expand the Offer Period in its sole discretion.
 - (f) **"Pre-Sale Period"** means the period during which CONDA offers CRWTs to a limited number of persons ("Pre-Sale Buyers"); CONDA shall be entitled to terminate or expand the Pre-Sale Period in its sole discretion.
 - (g) **"Token Delivery Date"** means the date when Delivery of the CRWTs takes place.
 - (h) **"Purchase Price"** has the meaning given in section 5.2 below.

3. SCOPE OF AGREEMENT, AMENDMENTS

- 3.1. This Agreement sets out the terms and conditions for acquiring CRWTs during the Pre-Sale Period and Offer Period in any jurisdiction other than any Restricted Area (as defined in the Terms).
- 3.2. CONDA may, in its sole discretion, amend this Agreement at any time during the Pre-Sale Period and Offer Period by posting a revised version under <https://ico.conda.online>. Any revisions to this Agreement will take effect on the defined effective date or, if there is no defined effective date, upon the date of publication on the website <https://ico.conda.online>. CONDA assumes no responsibility to keep you updated about changes made to this Agreement in accordance with the foregoing

4. OFFER and ACCEPTANCE

The Buyer can acquire CRWTs exclusively as outlined in this section 4.

- 4.1. During the Pre-Sale Period and the Offer Period, the Buyer (natural persons) shall submit to CONDA an online CRWT Order Form, and the Buyer (legal persons) shall submit to CONDA a printed filled-out and duly signed CRWT Order Form (the **"CRWT Offer"**).

- 4.2. By submitting the CRWT Offer, the Buyer offers to CONDA to acquire the number of CRWTs indicated therein for the Purchase Price, subject to the terms and conditions of this Agreement, including the Terms.
- 4.3. The CRWT Offer is deemed to be accepted by CONDA upon transfer of CRWT Purchase Amount or CRWT Exchange Amount by CONDA to the Buyer after the Buyer has transferred the Purchase Price or the Total ETC amount to CONDA's bank account or ETH address of CONDA. Upon such acceptance, this Agreement is deemed as finally concluded and validly binding between CONDA and the Buyer.
- 4.4. CONDA reserves the right to rescind this Agreement by written notice to the Buyer in case that the aggregate ETC Exchange Amount does not reach a minimum threshold of 1.000.000 (one million) (Euro) by the end of the Offer Period. If CONDA rescinds this Agreement, it will return the Digital Assets and FIAT currency received during the Offer Period.
- 4.5. Without limiting section **Napaka! Vira sklicevanja ni bilo mogoče najti.**, last sentence, CONDA further reserves the right to reject CRWT Offers if the aggregate ETC Exchange Amount received by CONDA during the Pre-Sale Period and the Offer Period exceeds 18.000.000,00 (eighteen million) (Euro).

5. OPTION A: SALE AND PURCHASE AGREEMENT

In the event that the Buyer has selected Option A in its CRWT Offer, the following shall apply

- 5.1. Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Parties as set out herein, CONDA hereby agrees to sell and transfer to the Buyer, and the Buyer hereby agrees to purchase and accept from CONDA, the amount of CRWTs as estimated in the CRWT Order Form (for purposes of Option A, the "**CRWT Purchase Amount**") for the Purchase Price as specified below.
- 5.2. CRWT Purchase Amount in CRWT Order Form is an estimation based on daily EUR/CRWT exchange rate as published on <https://ico.conda.online>. The exact CRWT Purchase amount will be calculated on the basis of the daily EUR/CRWT exchange rate on the day CONDA receives wire transfer to the specified bank account from the Buyer.
- 5.3. EUR/CRWT exchange rate will be published at the start of Pre-Sale period and updated daily for the whole Pre-Sale Period and Offer Period.
- 5.4. The Buyer shall transfer the Purchase Price by wire transfer to the bank account of CONDA indicated on the CRWT Order Form within 10 (ten) business days after the submission of the CRWT Offer to CONDA but limited to end of Pre-Sale Period or Offer Period. The Buyer shall be responsible for the cost of the wire transfer, except for any cost charged by the account bank of CONDA.

- 5.5. Both parties declare that after due consideration of all material aspects, the Purchase Price is an appropriate consideration of corresponding value for the CRWT Purchase Amount. Both parties declare to be aware of the value of the CRWT Purchase Amount.

6. OPTION B: EXCHANGE AGREEMENT

In the event that the Buyer has selected Option B in its CRWT Offer, the following shall apply

- 6.1. Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Parties as set out herein, CONDA and the Buyer hereby agree to exchange (*tauschen*) the Total ETC amount of indicated in the CRWT Order Form (for purposes of Option B, the "**ETC Exchange Amount**") against such number of CRWTs that corresponds to the exchange rate published on <https://ico.conda.online> at the start of Pre-Sale period and will be fixed and binding through all Pre-Sale Period and Offer Period (such amount, rounded to full integer, the "**CRWT Exchange Amount**").
- 6.2. The Buyer shall transfer the total ETC Amount to the ETC wallet of CONDA indicated on the CRWT Order Form within 10 (ten) business days after submitting the CRWT Offer to CONDA but limited to end of the Pre-Sale Period or the Offer Period.
- 6.3. Both parties declare that after due consideration of all material aspects, the ETC Exchange Amount is an appropriate consideration of corresponding value for the CRWT Exchange Amount. Both parties declare to be aware of the values of the ETC Exchange Amount and of the CRWT Exchange Amount.

7. DELIVERY OF THE CRWTS, BONUS

THE FOLLOWING BONUS SYSTEM APPLIES ONLY DURING PRE-SALE PERIOD FOR PRE-SALE BUYERS.

- 7.1. Subject to the Buyer having transferred the Purchase Price or the total ETC Exchange Amount (as applicable) in accordance with section 5 or 5.1, CONDA shall deliver the CRWT Purchase Amount or the CRWT Exchange Amount (as applicable) to the Buyer's wallet indicated in the CRWT Order Form the latest 1 month after the end of the Offer Period.
- 7.2. As incentive during the Pre-Sale Period CONDA hereby grants the following early bird bonus to Pre-Sale Buyers and Buyers of larger quantities of CRWTs during Pre-Sale Period by generating and distributing additional CRWTs to such Buyers (such CRWTs, the "**Bonus CRWTs**").
- 7.3. The number of Bonus CRWTs to be distributed to **Pre-Sale Buyers** shall be calculated as follows:



- (a) Time-based Bonus during **Pre-Sale Period**: for each CRWT distributed during the Pre-Sale Period, CONDA shall distribute to each Pre-Sale Buyer 0.2 Bonus CRWTs (e.g. if the CRWT Exchange Amount of a Pre-Sale Buyer is 100, CONDA will distribute to such Pre-Sale Buyer 120 Bonus CRWTs). CRWT Pre-Sale Offers for less than 5 CRWTs will not be entitled to receive Bonus CRWTs.
- (b) Volume-based Bonus during **Pre-Sale Period**: in addition to Bonus CRWTs distributed pursuant to (a) above, depending on the CRWT Purchase Amount or CRWT Exchange Amount, as applicable, CONDA will distribute to such Pre-Sale Buyer Bonus CRWTs that are calculated on the basis of the total CRWT Purchase Amount or CRWT Exchange Amount, as applicable, and the relevant percentage of Bonus CRWTs set out below (e.g. if the CRWT Exchange Amount of a Pre-Sale Buyer is 100,000, CONDA will distribute to such Pre-Sale Buyer 10.00% of the CRWT Exchange Amount, i.e. 10,000 Bonus CRWTs)

Volume	Bonus CRWTs
100,000.00 CRWTs or more	10.00% Bonus CRWTs
90,000.00 CRWTs – 99,999.00 CRWTs	9.50% Bonus CRWTs
80,000.00 CRWTs – 89,999.00 CRWTs	9.00% Bonus CRWTs
70,000.00 CRWTs – 79,999.00 CRWTs	8.50% Bonus CRWTs
60,000.00 CRWTs – 69,999.00 CRWTs	8.00% Bonus CRWTs
50,000.00 CRWTs – 59,999.00 CRWTs	7.50% Bonus CRWTs
40,000.00 CRWTs – 49,999.00 CRWTs	7.00% Bonus CRWTs
30,000.00 CRWTs – 39,999.00 CRWTs	6.50% Bonus CRWTs
20,000.00 CRWTs – 29,999 CRWTs	6.00% Bonus CRWTs
10,000.00 CRWTs – 19,999.00 CRWTs	5.50% Bonus CRWTs
9,000.00 CRWTs – 9,999.00 CRWTs	5.00% Bonus CRWTs
8,000.00 CRWTs – 8,999.00 CRWTs	4.50% Bonus CRWTs
7,000.00 CRWTs – 7,999.00 CRWTs	4.00% Bonus CRWTs
6,000.00 CRWTs – 6,999.00 CRWTs	3.50% Bonus CRWTs
5,000.00 CRWTs – 5,999.00 CRWTs	3.00% Bonus CRWTs
4,000.00 CRWTs – 4,999.00 CRWTs	2.50% Bonus CRWTs

Volume	Bonus CRWTs
3,000.00 CRWTs – 3,999.00 CRWTs	2.00% Bonus CRWTs
2,500.00 CRWTs – 2,999.00 CRWTs	1.50% Bonus CRWTs
2,000.00 CRWTs – 2,499.00 CRWTs	1.00% Bonus CRWTs
1,500.00 CRWTs – 1,999.00 CRWTs	0.50% Bonus CRWTs
1.00 – 1,499.00 CRWTs	0.00% Bonus CRWTs

- 7.4. Volume-based Bonus CRWTs will be calculated on a per-order basis, i.e. several orders will not be calculated together. Fractions below 1 CRWT or 1 Bonus CRWT will be ignored.
- 7.5. The Bonus CRWTs will be distributed to the relevant Pre-Sale Buyer the latest one month after the end of the Offer Period.

8. NO RIGHT OF WITHDRAWAL

- 8.1. To the greatest extent legally possible, the Buyer hereby waives any statutory or contractual right to withdraw from, or to rescind, this Agreement.
- 8.2. The Buyer fully understands the risks of buying CRWTs especially risks associated with uncertain regulations and enforcement actions.
- 8.3. Articles 9 to 15 of the Consumer Rights Directive as implemented by § 11 of the Austrian federal law on distance and off-premises sales (*Fern- und Auswärtsgeschäfte-Gesetz*) provide for the right of any consumer to withdraw from a distance or off-premises contract. This Agreement is excepted from the right of withdrawal since it concerns the supply of goods for which the price is dependent on fluctuations in the financial market which cannot be controlled by CONDA and which may occur within the withdrawal period (see Article 16 litera (b) of the Consumer Rights Directive; § 18 para (1) item 2 of the Austrian federal law on distance and off-premises sales).
- 8.4. In addition, and without limitation to any other applicable exceptions, the exception of Article 16 litera (m) of the Consumer Rights Directive and § 18 para (1) item 11 of the Austrian federal law on distance and off-premises sales applies since this Agreement concerns the supply of digital content (in the sense of the Consumer Rights Directive) on a non-tangible medium (*unkörperlicher Datenträger*). **The Buyer hereby thus gives the express consent, acknowledging that he or she thereby loses his right of withdrawal, that CONDA generates and distributes the CRWTs to the Buyer within the withdrawal period.**

9. RIGHTS ASSOCIATED WITH THE CRWTS

- 9.1. The Buyer acknowledges that CRWTs shall be a virtual currency that can be transferred and

exchanged like other cryptocurrencies. CRWTs do not provide the Buyer any rights vis-à-vis CONDA. In particular, CRWTs do not originate and do not provide (or purport to provide) any other rights, in particular rights or participation in the assets, liabilities, profits and/or losses or liquidation proceeds of CONDA or voting rights, information rights, access rights or any other rights commonly associated with stocks and other securities in respect to CONDA or rights to interest (*kein Zinsanspruch*) or reimbursement (*keine Rückerstattung*). The CRWTs also do not represent or confer any intellectual property rights or any other form of participation in or relating to CONDA or its affiliates or the Platform.

- 9.2. If the Buyer is not a Consumer, then the Buyer waives any and all statutory warranty rights and agrees that the representations and warranties set out in section 10 are an exclusive set of representations and warranties made by CONDA in relation to the CRWTs. If the Buyer is a Consumer, then the Buyer waives any and all warranty rights other than mandatory statutory warranty rights and other than rights under the representations and warranties set out in section 10.
- 9.3. CONDA undertakes reasonable efforts to support the establishment of a secondary market for CRWTs by (i) accepting CRWTs in its CONDA Platform for various services in connection with the CONDA Platform and (ii) trying to get a very limited number of cooperation partners within the CONDA Platform (e.g. auditors; legal advisers or marketing firms) to accept the CRWTs for their services to be provided via the CONDA Platform. CONDA gives no guarantee or assurance that such secondary market will develop and hence cannot guarantee that any cooperation partners will accept CRWTs. In any event, CONDA will take all steps and measures within its powers to ensure that the CRWTs will not be accepted by third partners outside the limited network of the CONDA Platform.
- 9.4. Nothing in this Agreement or in the Terms limits any mandatory rights and claims of Buyers that are Consumers.

10. REPRESENTATIONS AND WARRANTIES OF CONDA

- 10.1. CONDA hereby makes – subject to section 9.2 exclusively – the following representations and warranties vis-à-vis the Buyer on the date of this Agreement and on the Token Delivery Date.
 - (a) The material obligations under this Agreement expressed to be assumed by CONDA are legally binding, valid and enforceable against it.
 - (b) The entry into this Agreement and performance by CONDA do not and will not conflict with (i) any law or regulation or (ii) its constitutional documents (if applicable).
 - (c) CONDA has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement.

- (d) To the best knowledge of CONDA, the CRWTs qualify as 'digital content' in the sense of Article 2 para (11) of the Consumer Rights Directive and, as such, qualify as immaterial and movable assets (*unkörperliche und bewegliche Sachen*) in the sense of §§ 285, 292, 293 of the Austrian General Civil Code and are subject to property rights under Austrian law; CONDA makes no representations or warranties as to other jurisdictions. Each Buyer accepts the risk that a court or other authority will decide on a different qualification of the CRWTs.
- (e) To the best knowledge of CONDA, any factual information provided by the CONDA in the White Paper Document is true, complete and accurate in all material respects as of the date of the White Paper.

11. REPRESENTATIONS AND WARRANTIES OF THE BUYER

11.1. The Buyer hereby makes exclusively the following representations and warranties vis-à-vis CONDA on the date of this Agreement and on the Token Delivery Date.

- (a) The Buyer is participating in this Agreement for its own account and is not resident (or does not have a seat) in, or is a citizen of, a jurisdiction in the Restricted Areas.
- (b) The material obligations under this Agreement expressed to be assumed by the Buyer are legally binding, valid and enforceable against it.
- (c) The entry into this Agreement and performance by the Buyer do not and will not conflict with (i) any law or regulation or (ii) its constitutional documents (if applicable).
- (d) The Buyer has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement.
- (e) The Buyer is in possession of the Private Key of the ETH Address the Delivery of the CRWTs shall be made to.
- (f) For Buyers that are Consumers only: The choice of Austrian law as the governing law of this Agreement as well as the choice of Austria as place of jurisdiction will be recognized and enforced in the jurisdiction of the Buyer. Any judgment obtained in Austria will be recognized in the jurisdiction of the Buyer.

12. DATA PROTECTION

12.1. The Buyer hereby agrees and consents that CONDA will use the data submitted in the CRWT Order Form solely for the purpose of processing the distribution of CRWTs, to provide additional information via email in form of a newsletters to inform Buyers on progress of CRWT's and associated Project, as well as executing this Agreement. Personal information will in no event be communicated or released to third parties, unless required under applicable

13. WAIVER OF CLAIMS AND MISCELLANEOUS PROVISIONS

- 13.1. If the Buyer is not a Consumer, the Buyer waives its right to contestation of the contract for laesio enormis (*Verkürzung über die Hälfte*). The Buyer further waives to the greatest extent legally possible the following claims, rights and remedies vis-à-vis CONDA: (i) any claim to rescind the Agreement (*Wandlungsanspruch*), (ii) any claim for consequential damages (*Folgeschäden*), in particular for lost profits (*entgangener Gewinn*), (iii) any right of the Buyer for withdrawal (*Rücktritt*) from the Agreement, (iv) any claim for damages under the principles of culpa in contrahendo, voidability or clausula rebus sic stantibus, (v) any claims resulting from statutory warranties or guarantees (other than those claims of Consumers under statutory warranties), (vi) any claim for damages, damages incidental to any Breach, or any internal or external costs incurred by the Buyer, claims for breach of contract (*Vertragsverletzung*) or frustration of contract (*Störung oder Wegfall der Geschäftsgrundlage*), (vii) any right for the avoidance (*Anfechtung*) or adjustment (*Anpassung*) of this Agreement because of error (*Irrtum*).
- 13.2. The Buyer hereby explicitly agrees that it may not assign any of its rights or transfer any of its rights or obligations under this Agreement, including, but not limited to statutory or contractual warranty rights. This clause does not affect the transferability of the CRWTs themselves: CRWTs may be traded freely on a virtual currency exchange, or otherwise, at any time.
- 13.3. Any communication to CONDA will be effective only when actually received by the CONDA and then only if it was sent via mail to the physical address of the CONDA. Any communication or notice given under or in connection with this Agreement must be in German or English language.
- 13.4. This Agreement is the entire agreement and understanding between the Parties with respect to the distribution of CRWTs by CONDA to the Buyer and supersedes all prior written or oral commitments, arrangements or understandings between the Parties with respect thereto.
- 13.5. Should any one or more of the provisions or any part of a provision of this Agreement be or become void, illegal or unenforceable, then the validity, legality or non-enforceability of the remaining provisions of this Agreement shall not be affected thereby and the Parties shall use reasonable efforts to agree upon a new provision which shall, as nearly as possible, have the same commercial effect, meaning and spirit as the ineffective provision and to the purpose of this Agreement. To the greatest extent legally possible, each Party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.
- 13.6. This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in all respects in accordance with Austrian law, excluding the Austrian conflict of laws rules.



13.7. If the Buyer is not a Consumer, then all disputes arising out of this Agreement or related to its violation, termination or nullity, shall be exclusively brought before the competent court in commercial matters in Vienna, Austria.

Attachment Schedule 1.1:

TERMS AND CONDITIONS OF CRWD TOKENS AND THE CONDA PLATFORM



CROWDINVESTING

GENERAL TERMS AND CONDITIONS

OF CRWD TOKENS AND THE CONDA PLATFORM



PLEASE READ THIS LEGAL DOCUMENT CAREFULLY. IT EXCLUSIVELY SETS OUT THE TERMS AND CONDITIONS ("**TERMS**") FOR DISTRIBUTING, SUBSCRIBING FOR, HOLDING, TRANSFERRING, EXCHANGING, BUYING, SELLING AND USING THE TOKENS TO BE DISTRIBUTED BY CONDA AG ("**CONDA**") VIA CONDA'S PLATFORM WWW.CONDA.EU (TOGETHER WITH ITS SUBPAGES, THE "**CONDA PLATFORM**") OR OTHERWISE ("**CRWTS**").

BY HOLDING, TRANSFERRING, EXCHANGING, BUYING, SELLING AND USING THE CRWTS AS WELL AS BY PARTICIPATING IN THE DISTRIBUTION OF CRWTS AND BY USING THE CONDA PLATFORM AND ITS RELATED SERVICES YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS SET OUT HEREIN. IF YOU DO NOT ACCEPT TERMS OR IF YOU DO NOT AGREE WITH THEM, YOU ARE PROHIBITED TO RECEIVE AND USE CRWTS AND TO USE THE CONDA PLATFORM AND ITS ASSOCIATED SERVICES IMMEDIATELY.

THE DISTRIBUTION OF CRWTS DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO DISTRIBUTE, ISSUE OR SELL SHARES OR SECURITIES OR ANY OTHER FINANCIAL INSTRUMENT IN CONDA. BASED ON DISCUSSION WITH AUSTRIAN FINANCIAL MARKET AUTHORITY (FINANZMARKTAUFSICHT – FMA) CONDA DEEMS THAT THE CRWTS ARE NOT SECURITIES AS DEFINED UNDER APPLICABLE LAWS OF AUSTRIA AND TO OUR BEST KNOWLEDGE, THE CRWTS DO NOT QUALIFY AS SECURITIES UNDER THE LAWS OF ANY OTHER JURISDICTION (OTHER THAN THE RESTRICTED AREAS (AS DEFINED BY REFERENCE BELOW)). THEREFORE, THE CRWTS HAVE NOT BEEN REGISTERED WITH ANY COMPETENT REGULATOR. THE CRWTS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ENCUMBERED OR OTHERWISE USED EXCEPT AS PERMITTED UNDER APPLICABLE LAWS.

THIS IS FURTHER NOT AN OFFER OR SOLICITATION TO DISTRIBUTE CRWTS IN THE RESTRICTED AREAS, I.E. (A) THE UNITED STATES OF AMERICA; (B) PEOPLE'S REPUBLIC OF CHINA; (C) REPUBLIC OF KOREA; (D) ICELAND; (E) RUSSIAN FEDERATION.

CONDA DOES NOT PROVIDE ANY INVESTMENT OR FINANCIAL COUNSELLING OR ADVICE OR ANY OTHER KIND OF COUNSELLING. NO INFORMATION OR CONSULTANCY AGREEMENT WITH CONDA IS CONCLUDED UNDER THE TERMS OR OTHERWISE. CONDA IS NOT OBLIGED TO PROVIDE INFORMATION ABOUT ONGOING DEVELOPMENTS WITHIN THE PROJECT COMPANY'S CROWDINVESTING AND CROWDFUNDING CAMPAIGNS.

IF THERE IS ANYTHING IN THIS DOCUMENT WHICH YOU DO NOT UNDERSTAND OR WITH WHICH YOU DO NOT AGREE, DO NOT USE OUR SERVICES OR PRODUCTS. IN ACCEPTING THE TERMS, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT ADVICE, INCLUDING LEGAL AND TAX ADVICE, PRIOR TO ACCEPTING THEM.

CONDA EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM, (IV) USAGE OR ACQUISITION OF PRODUCTS, AVAILABLE THROUGH THE WEBSITE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT US AT TEAM@CONDA.EU.

1. RECITALS

- 1.1. CONDA AG is a joint-stock company incorporated and existing under the laws of Austria, with its corporate seat in Vienna, Austria, and its business address at Donau-City-Straße 6, 1220 Vienna, Austria, registered with the Commercial Register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under registration number FN 388264b ("**CONDA**").
- 1.2. CONDA aims to develop, deploy and maintain a decentralized platform on the basis of blockchain technology (the "**Platform**"). The purpose of the Platform is to enable Project Companies (as defined below) to launch crowdfunding and crowdfunding campaigns. The Platform shall also be licensed to White Label Users (as defined below). The Platform will supplement CONDA's existing crowdfunding and crowdfunding platform by blockchain technology.
- 1.3. The Platform is an online Blockchain-based crowdfunding platform, which shall provide to holders of CRWTs: (i) opportunities to launch crowdfunding and crowdfunding campaigns, (ii) various support services related to the launching of crowdfunding and crowdfunding campaigns, (iii) opportunities to ensure the safety of crowdfunding and crowdfunding campaigns.
- 1.4. For purposes of financing the development and the maintenance of the Platform, CONDA intends to generate and distribute tokens using the ERC-20-standard Ethereum token (compatible Smart Contract on the Ethereum blockchain) (the "**CRWD Tokens**" or "**CRWT**"). CRWTs shall generally be transferrable and exchangeable like other cryptocurrencies. To facilitate the development of an independent market, CONDA undertakes to reasonable efforts to accept CRWTs in exchange for Services (as defined below), but the CRWTs do not bear or transfer to the holder any rights vis-à-vis CONDA, in particular the CRWTs are non-refundable, as further outlined in these Terms.
- 1.5. The CRWTs are subject to these Terms. CRWTs will be exclusively distributed in accordance with these Terms.

2. TERMS

2.1. In these Terms, the following terms shall have the following meaning:

- (a) **"Austrian Civil Code"** – means the Austrian Civil Code (Allgemeines bürgerliches Gesetzbuch)
- (b) **"Austrian Trade Act"** – means the Austrian Trade Act (Gewerbeordnung)
- (c) **"Blockchain"** – means a distributed database that maintains a continuously growing list of ordered records called blocks. By design, blockchains are inherently resistant to modification of the data — once recorded, the data in a block cannot be altered retroactively.
- (d) **"Consumer Protection Directive"** – means Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council
- (e) **"Consumer"** – means a person that qualifies as consumer (as defined under applicable laws)
- (f) **"Digital Asset"** – means Ether or Bitcoin.
- (g) **"Distribution Agreement"** – means the distribution agreement concluded in relation to the distribution CRWTs for FIAT currency and/or Digital Assets
- (h) **"ETH"** or **"Ether"** means value token of the Ethereum blockchain called "ether".
- (i) **"Ethereum"** – mean an open-source, public, blockchain-based distributed computing platform featuring Smart Contract (scripting) functionality.
- (j) **"FIAT or FIAT currency"** – means EUR, the legal tender of the European Monetary Union
- (k) **"Project Company"** – means start-ups and other companies that intend to launch a crowdinvesting or crowdfunding campaign on the Platform
- (l) **"Service"** – means services offered by CONDA and its subsidiaries via the Platform
- (m) **"Smart contract"** ("Smart contract system") - means self-executing contractual states, stored on the Ethereum blockchain, with decentralized control and no central authority, legal system or external enforcement mechanism. They render transactions traceable, transparent, and irreversible.
- (n) **"Terms"** means these General Terms and Conditions.
- (o) **"Third-party Wallet"** is a solution, enabling Users to store their Digital Assets and CRWTs.
- (p) **"to Use CRWTs"** or **"Use of CRWTs"**– means any form of using CRWTs, including issuing, subscribing for, distributing, holding, transferring, exchanging, buying, selling and using CRWTs

- (q) **"Token distribution"** – means a process in which a new project sells part of its tokens to early adopters and enthusiasts in exchange for money.
- (r) **"User"** – means a person registered at <https://ico.conda.online> that subscribed for and/or holds CRWTs
- (s) **"Website"** – means <https://ico.conda.online>
- (t) **"White Label User"** – means any person licensing the Platform for its own use and under its own brand
- (u) **"Whitepaper"** – means an information document published by CONDA highlighting features of the Service, available for download at <https://ico.conda.online>.

3. THE PROJECT

- 3.1. With the proceeds from the distribution of CRWTs, CONDA will strive to develop, deploy and maintain the Platform and for generating and distributing CRWTs in accordance with these Terms (the **"Project"**). The following is an illustrative estimation on the allocation of the proceeds from the distribution of CRWTs, which CONDA reserves the right to modify in its sole discretion:
 - (a) 32% Development Technical Environment
 - (b) 32% R&D, Setup ICO, Marketing
 - (c) 28% Expansion Countries (Legal; MiFiD licence, Marketing)
 - (d) 8% Contingency (unforeseen costs)
- 3.2. Interested persons shall have the opportunity to participate in the CRWT distribution under conditions set out in these Terms.
- 3.3. To facilitate the development of an independent market, CONDA undertakes reasonable efforts to accept CRWTs in exchange for Services. For that purpose, CONDA will publish a list of the Services and corresponding fees (i.e. the number of CRWTs or the methodology, e.g. volume based, to calculate the number of CRWTs required to obtain a Service) (the **"Fee Schedule"**). CONDA undertakes that the Fee Schedule will be published on the Website. CONDA will however not maintain a market place for CRWTs. In addition, CONDA undertakes reasonable efforts to support the establishment of a secondary market for CRWTs by trying to get a very limited number of cooperation partners within the Platform (e.g. auditors; legal advisers or marketing firms) to accept the CRWTs for their services to be provided via the Platform. CONDA gives no guarantee or assurance that such secondary market will develop and hence cannot guarantee that any cooperation partners will accept CRWTs. In any event, CONDA will take all steps and measures within its powers to ensure that the CRWTs will not be accepted by third partners outside the limited network of the Platform.

- 3.4. Each User understands and accepts that the Project is currently (December 2017) in an early phase of development and still requires substantial structuring and programming efforts. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Platform, CONDA may change, update and/or upgrade the Platform and/or CRWT (including by way of a "hard-fork"). Each User hereby acknowledges and agrees that if a User decides not to participate in such change, update and/or upgrade (including by way of a "hard-fork"), it may no longer Use CRWTs.

4. TERMS AND CONDITIONS OF THE CRWD TOKEN

- 4.1. CRWTs shall be a virtual currency that can be transferred and exchanged like other cryptocurrencies. CRWTs do not originate and do not provide (or purport to provide) their holders any rights vis-à-vis CONDA. In particular, CRWTs do not originate and do not provide (or purport to provide) any other rights, in particular rights or participation in the assets, liabilities, profits and/or losses or liquidation proceeds of CONDA or voting rights, information rights, access rights or any other rights commonly associated with stocks and other securities in respect to CONDA or rights to interest (*kein Zinsanspruch*) or reimbursement (*keine Rückerstattung*). The CRWTs also do not represent or confer any intellectual property rights or any other form of participation in or relating to CONDA or its affiliates or the Platform.
- 4.2. CRWT tokens are designed to be exchangeable on cryptographic token exchanges and will be issued under the ERC20 token standard. CONDA, however, hereby expressly disclaims any warranties and guarantees that CRWTs will be exchangeable on any exchanges.
- 4.3. The CRWTs shall have no maturity. For the avoidance of doubt, CONDA hereby disclaims any warranties and guarantees that CRWTs will have any market value at any time. CRWTs do not provide (or purport to provide) any right to receive any services (including the Services). CONDA will take all steps and measures within its powers to ensure that the CRWTs will not be accepted by third partners outside the limited network of the Platform.
- 4.4. The distribution of the CRWTs is solely governed by the Distribution Agreement. After issuance, only these Terms apply to the CRWTs. This means in particular that CONDA does not undertake any legal obligations under the Distribution Agreement vis-à-vis any person that acquired CRWTs on a secondary market after issuance of the CRWTs.
- 4.5. To the best knowledge of CONDA, CRWTs are "digital content" within the meaning of Article 2 para (11) of the Consumer Rights Directive and are further immaterial and movable assets (*unkörperliche und bewegliche Sachen*) within the meaning of Articles

285, 292 and 293 of the Austrian Civil Code, and are therefore subject to property rights under Austrian law. Each User accepts the risk that a court will decide on a different qualification of the CRWTs. CRWTs shall further qualify as donations-based digital assets, irrespective of the fact that CONDA accepts them in exchange for Services.

- 4.6. For the avoidance of doubt, CONDA does not provide wallet or custodial services or credentials necessary to access virtual currencies.

5. CRWT DISTRIBUTION

- 5.1. CONDA shall be entitled to generate and distribute up to 45,000,000.00 (forty-five million) CRWTs (the "**Total CRWT Number**").
- 5.2. During a pre-sale period (the "**Pre-Sale Period**") and a subsequent public offer period (the "**Offer Period**"), CONDA is entitled to distribute CRWTs (including Bonus CRWTs) of up to 50 % of the Total CRWT Number (including Bonus CRWTs). If by the end of the Offer Period, the actual number of CRWTs distributed by CONDA (including Bonus CRWTs) is less than 50 % of the Total CRWT Number, the Total CRWT Number shall be adjusted, and CONDA will burn CRWTs accordingly, so that the number of CRWTs distributed by the end of the Offer Period (including any Bonus CRWTs) corresponds to 50 % of the then adjusted Total CRWT Number. CONDA will then retain any CRWTs that were neither distributed nor burned and shall be entitled to distribute them at a later stage, if and when required or desirable by CONDA.
- 5.3. The distributions of CRWTs during the Pre-Sale and the Offer Period will be exclusively made on the basis, and subject to the terms, of individual Distribution Agreements, which include these Terms.
- 5.4. As incentive during the Pre-Sale Period CONDA shall be entitled to grant discounts to early stage buyers and buyers of larger quantities of CRWTs by generating and distributing additional CRWTs to such buyers (such CRWTs, the "**Bonus CRWTs**"). Bonus CRWTs shall have the same rights and qualities as ordinary CRWTs. Details on the calculation and distribution of the Bonus CRWTs are set out in the Distribution Agreements.
- 5.5. In addition to CRWTs distributed during the Pre-Sale Period and the Offer Period, CONDA shall be entitled to distribute CRWTs up to 15.00 % of Total CRWT Number to directors, officers, employees and consultants of CONDA, subject to customary vesting terms (including a 6 month to 1-year lock-up) ("**Team Pool**").
- 5.6. Details on the dates, periods and the process of generating and distributing CRWTs will be published via an update of these Terms and/or on the Website. Failure to follow the instructions on the Website may limit, delay, or prevent a user from acquiring CRWTs.

- 5.7. Any consideration given to CONDA in exchange for CRWTs is final and non-refundable. CONDA shall not be obliged to provide a refund in cash or in kind (in lieu of payment) of any CRWTs, including if the Services are not offered anymore. The Buyer will not receive any financial interest or claim against CONDA by purchasing or exchanging CRWTs and by providing any consideration to CONDA in exchange for CRWTs.
- 5.8. Users shall further not have a right of withdrawal in connection with the distribution of CRWTs and any statutory rights to withdrawal, as well as any other rights and remedies that are not provided for in the distribution Agreement and/or in these Terms shall therefore be excluded to the greatest extent legally possible. This exclusion of rights and remedies does not affect any mandatory rights of Users that are Consumers.

6. KYC AND PRIVACY

- 6.1. CONDA generally will always comply with any applicable anti-money laundering and anti-terrorism financing regulations.
- 6.2. CONDA believes that the distribution of the CRWTs as per these Terms currently (December 2017) does not fall under any specific anti-money laundering regulations applicable to CONDA. This may change in the future, e.g. in case of an amendment of the Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (4th Anti-Money Laundering Directive). In such case, CONDA will update its anti-money laundering procedures accordingly.
- 6.3. CONDA is still currently subject to general anti-money laundering and anti-terrorism financing regulations, such as pursuant to Art. 365m et seqq. of the Austrian Trade Act. CONDA will continue to apply such generally applicable anti-money laundering and anti-terrorism financing regulations with due care.
- 6.4. Users may be required to provide certain personal data for purposes of acquiring and holding CRWTs. These personal data may include the following data: (a) full name, (b) address, (c) date and place of birth (if applicable), (d) telephone number; (e) email address and (f) copy of passport. Any data submitted will be solely used for purpose of processing the distribution of CRWTs as well as executing the Distribution Agreement. Personal information will in no event be communicated or released to third parties, unless required under applicable law. Each User explicitly agrees that the data provided by the user can be used by CONDA for purposes of the foregoing.

7. RISKS AND RESPECTIVE OBLIGATIONS OF EACH USER



BY ACQUIRING AND HOLDING CRWTS, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THE FOLLOWING RISKS:

- 7.1. CONDA reserves the right to implement and execute an emergency stop-functionality to stop the distribution process. Use of this functionality shall remain in discretion of CONDA and shall only be used in specific situations, such as, but not limited to, serious security issues, serious network performance issues, depriving all users of equal treatment or any type of material attack on the CRWTs, CONDA Platform, Website or Ethereum network.
- 7.2. Each User understands and accepts that the Ethereum Blockchain System, the underlying software application and software platform is still in an early development stage and unproven, why there is no warranty that the process for creating and transferring tokens will be uninterrupted or error-free and why there is an inherent risk that the software could contain weaknesses, vulnerabilities or bugs causing, inter alia, the complete loss of Digital Assets or CRWTs.
- 7.3. There is a risk that in some jurisdictions the CRWTs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. CONDA expressly disclaims any warranties and guarantees that CRWTs do not qualify as security in all jurisdictions. Each User shall be solely responsible for the legal or financial consequences of CRWTs being considered a security in their respective jurisdiction and agrees to indemnify and hold harmless CONDA from any claims, losses, damages and liabilities in that respect.

EACH USER IS OBLIGED TO VERIFY WHETHER THE USE OF CRWTS IS LEGAL IN ITS JURISDICTION, AND BY ACCEPTING THESE TERMS EACH USER UNDERTAKES NOT TO USE CRWTS SHOULD ANY SUCH ACTION SHOULD NOT BE LEGAL IN THE RELEVANT JURISDICTION. IF A USER ESTABLISHES THAT THE USE OF CRWTS UNDER THESE TERMS IS NOT LEGAL IN ITS JURISDICTION, IT SHOULD NOT CONTINUE TO USE CRWTS.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of CONDA to (i) distribute CRWTs and make available the Platform (ii) and accept CRWTs in exchange for Services in some jurisdictions may be eliminated or (materially) limited by future regulation or legal actions. In the event that it turns out with a high degree certainty that CRWT as currently set out are not or may not be legal

in certain jurisdiction, CONDA will either a) cease operations in that jurisdiction, or b) adjust CRWT and the Platform in a way to comply with the regulation should that be possible and viable.

- 7.4. Each User understands and accepts that the issuance of CRWTs and the development of the Service may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). The User therefore understands that there is no assurance that Project will be deployed and operational even though CONDA will make reasonable commercial efforts to complete and deploy it.
- 7.5. Each User is responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold CRWT you acquire from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your CRWT. We are not responsible for any such losses.
- 7.6. Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of CRWTs and Digital Assets in any number of ways. There is also a risk that CRWTs and Website may unintentionally include weaknesses or bugs in the source code. Ethereum Blockchain is also susceptible to mining attacks so any successful attacks present a risk to the CRWTs also.
- 7.7. Value of CRWTs may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the CRWTs which are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

8. ELIGIBILITY

- 8.1. The Website, the Platform and CRWTs are not offered for use to natural and legal persons, having their residence or their seat of incorporation in the following countries: (a) the United States of America; (b) People's Republic of China; (c) Republic of Korea; (d) Iceland; ("**Restricted Areas**"). Natural and legal persons with their residence or seat of incorporation from the Restricted Areas shall not use the Website, the Platform and CRWTs.
- 8.2. CONDA reserves the right to decide in its own discretion to adopt reasonable organisational and technical measures to assure that the Website and CRWTs are not available to persons from Restricted Areas.
- 8.3. If you are registering to use the Platform on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, (ii) you are duly authorized by such legal entity to act on its behalf, (iii) neither you nor the entity you are representing are listed on any of the sanctions lists published and maintained by the United Nations, European Union, any EU country, any OECD country, UK Treasury and US Office of Foreign Assets Control (OFAC), (iv) you have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software, (v) you have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software, (vi) the legal entity you are representing has its seat of incorporation outside of any Restricted Area and (vii) you have carefully reviewed the content of this document and have understood and agreed with these Terms.
- 8.4. If you are registering to use the Platform on your own behalf, you represent and warrant that you (i) are of legal age to form a binding contract, (ii) have full power and authority to accept these Terms, (iii) are not listed on any of the sanctions lists published and maintained by the United Nations, European Union, any EU country, any OECD country, UK Treasury and US Office of Foreign Assets Control (OFAC), (iv) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software, (v) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software, (vi) your residence is outside of any Restricted Area and (vii) you have carefully reviewed the content of this document and have understood and agreed with these Terms.

9. SECURITY

- 9.1. Each User will implement reasonable and appropriate measures designed to secure access to:
- (a) any device associated with the email address associated with your account with the Platform,
 - (b) private keys required to access any relevant Ethereum or Bitcoin wallet, and
 - (c) its username, password and any other login or identifying credentials of the Platform.
- 9.2. In case a User suspects a security breach in any of the abovementioned, the User will inform CONDA immediately so CONDA can take all required and possible measures to secure the User's account, the Website, the Platform, CRWT's and systems as whole.
- 9.3. In the event that a User is no longer in possession of any device associated with its account or is not able to provide its login or identifying credentials to the Platform, CONDA may, in sole discretion, grant access to the User's account to any party providing corresponding evidence that such party is actually the User or is actually duly representing the User. CONDA explicitly reserves the right to determine which evidence it accepts, which may include, without limitation, a sworn, notarized statement of identity.
- 9.4. CONDA will employ multiple layers of security in infrastructure. All network traffic must pass through the "industry standard" AWS NAT Gateway, which in addition to AWS Security Groups, ensures with it its own firewall. Access to public facing applications is allowed only for HTTP(s) - ports 80 and 443 - and only for those services which are defined in our servers reverse proxy configuration. Access to our back-end services and API will require the use of VPN, specifically defined and whitelisted on our server with dedicated IP addresses.

10. REGULATORS and REGULATION

- 10.1. Use of CRWTs currently does not trigger any licensing requirements by Austrian Financial Market Authority (*Finanzmarktaufsicht – FMA*) as confirmed by FMA, but CONDA is committed to closely follow any changes to legislation in the most relevant jurisdictions in the EU. CONDA undertakes to act accordingly, if regulatory changes impact the Use of CRWTs.
- 10.2. CONDA is not a financial institution and is currently not under supervision of any financial supervisory authority. CONDA does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This CRWT distribution is not a public offering of equity or debt and consequently does not fall under securities laws or any prospectus regulation.

- 10.3. This document or any other document, produced and signed by CONDA, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.
- 10.4. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and CONDA services and the Website are not, do not offer and shall not be construed as investment or financial products.
- 10.5. CONDA undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

11. LIABILITY

- 11.1. CONDA and its affiliates and their respective officers, employees or agents will in regard to CRWTs not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this Website, Platform and CRWTs), even if CONDA has been advised of the possibility of such damages or losses, including, without limitation, from the Use of CRWTs, the Website or the Platform.
- 11.2. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the to the Website, the Platform or CTPs, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; and (b) the cost of procurement of substitute goods or services.

12. TAXES

- 12.1. The Users bears the sole responsibility to determine if the contribution to and receipt from the Smart Contract System, including but not limited to the acquisition of CRWTs, change of the CRWTs value with the course of time and the receive function of the Smart Contract System shall be a taxable event for the User. The Users bear full responsibility for timely and correct calculation and payment of all taxes due in accordance with the legislation applicable to the Users. The Service is not a tax agent of the User, as well as it does not advise the User on the order of calculation and/or the payment of taxes.

13. INTELLECTUAL PROPERTY

- 13.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Project (hereinafter: “**CONDA IP**”), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.
- 13.2. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.
- 13.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and the Project and the CRWTs strictly in accordance with these Terms. As a condition of your use of the Website and the CRWTs you warrant to CONDA that you will not use the Website, or the Project or CRWTs for any purpose that is unlawful or prohibited by these Terms. You may not Use the CRWTs in any manner that could damage, disable, overburden, or impair the Website and the Project. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and CRWTs. Limitation to the transferability of licence shall not be understood in a way that the users are not allowed to transfer CRWTs tokens to third parties.
- 13.4. All CONDA IP is the property of CONDA and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.
- 13.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the CONDA IP, in whole or in part, found on the Website or associated products and services. CONDA IP is not for resale. Your use of the CONDA IP does not entitle you to make any unauthorized use of any CONDA IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any CONDA IP. You will use CONDA IP solely for your personal use, and will make no other use of CONDA IP without the express written permission of CONDA and the copyright owner. You agree that you do not acquire any ownership rights in any CONDA IP. We do not grant you any licenses, express or implied, to the intellectual property of CONDA except as expressly authorized by these Terms.

14. MISCELLANEOUS

- 14.1. Materials, such as the Whitepaper and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.
- 14.2. CONDA reserves the right to update or modify these Terms at any time before the distribution of the CRWTs by posting a revised version under <https://ico.conda.online>. Any revisions to these Terms will take effect on the defined effective date or, if there is no defined effective date, upon the date of publication on the Website. CONDA assumes no responsibility to keep you updated about changes made to these Terms in accordance with the foregoing.
- 14.3. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.
- 14.4. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's' products or services.
- 14.5. The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.
- 14.6. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.
- 14.7. For Users that are not Consumers, the following shall apply: All disputes or claims arising out of or in connection with these Terms including disputes relating to its validity, breach, termination or nullity, and any disputes or claims arising out of or in connection with the

use of Website, the Project and CRWTs shall be finally and exclusively settled by the court competent for commercial matters in 1010 Vienna, Austria.

- 14.8. These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, the Project and CRWTs. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.