TOKEN EXCHANGE AGREEMENT

Initial Token Offering
of up to 67.9 million Ethereum-based "RTH" tokens

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This Token Exchange Agreement (the "Agreement") is concluded by and between Crypto Future GmbH, a limited liability company pursuant to Austrian laws, registered with the Commercial Court of Vienna under registration number FN 478323 t, having its registered seat in DC Tower Vienna, Donau-City-Straße 7, DC Tower/30 exchanging RTHs for Ether (the "Developer") and you as participant in the Initial Token Offering exchanging Ether for RTHs (the "Participant"). Both parties to this agreement are collectively referred to as the "Parties" and individually as a "Party".

1. DEFINITIONS AND INTERPRETATION

1.1 For the purpose of this Agreement, the terms and expressions defined shall have the meaning ascribed to them below, unless the context or use clearly indicates a different meaning or intent:

"Aggregate Exchange Proceeds" means the total amount of all ETH Exchange Amounts of Ether transferred to the Collection Address from verified Participants in the Offer Period.

"CET" means the time zone used in Austria.

"Collection Address" means the address on the Ethereum blockchain where all ETH Exchange Amounts of Ether are collected in the Offer Period.

"Consumer Rights 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 Di- rective 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.

"Delivery" means the transfer of the RTH Exchange Amount of RTHs on the Token Delivery Date to the ETH Address that the Participant has transferred the ETH Exchange Amount of Ether from.

"Developer" means Crypto Future GmbH, a limited liability company pursuant to Austrian laws, yet to be registered with the Commercial Court of Vienna under the registration number FN 478323 t, having its registered seat in DC Tower Vienna, Donau-City-Straße 7, DC Tower/30.

"ETH Address" means an identifier of alphanumeric characters that represents a possible destination for a transfer of Ether on the Ethereum blockchain.

"ETH Token Value" means the fraction of Ether to be transferred in exchange for a single RTH; the ETH Token Value equals 0.003 Ether in the Pre-Sale Period and 0.005 Ether after the Pre-Sale Period.

"ETH Exchange Amount" means the amount of Ether or fractions thereof to be transferred to the Collection Address by a Participant in order to make an Exchange Offer.

"Exchange Offer" means a legally binding offer from a verified Participant to exchange Ether for RTHs by transferring the ETH Exchange Amount of Ether stated in the Offer Invitation to the Collection Address.

"Exchange Request" means a request made by the Participant to be provided with an Offer Invitation by the Developer regarding a certain number of RTHs.

"Offer End Date" means the last day of the Offer Period, i.e., 14 January 2017 24:00 CET.

"Offer Invitation" means a legally non-binding invitation from the Developer to the Participant to make a legally binding Exchange Offer.

"Offer Period" means the period starting on the Offer Start Date (20:00 CET) and ending on the Offer End Date (13:30 CET); in the Offer Period, the Developer may be provided with Exchange Requests and Exchange Offers by Participants.

"Offer Start Date" means the first day of the Offer Period, i.e., 16 November 2017 20:00 CET.

"Offer Website" means the website www.rotharium.io.

"Participant" means you.

"Pre-Sale Period" means the period starting on the Offer Start Date and ending on 12 December 2017 24:00 CET; in the Pre-Sale Period the ETH Token Value equals 0.003 Ether for a single RTH.

"Private Key" means an alphanumeric value that is required to transfer Ether from one ETH Address to another ETH Address.

"Reporting Date" means every 14 January of a calendar year for a period of three consecutive years after the Initial Token Offering, starting on 14 January 2019 and ending on 14 January 2021.

"RTHs" means the Ethereum-based tokens as described in the Token Offer Document which serve as vouchers to be used in connection with the Rotharium Platform as described in the Token Offer Document.

"RTH Exchange Amount" means the amount of RTHs the Participant would like to obtain in the Initial Token Offering.

"Target Markets" means such territories where the Initial Token Offering as described in the Token Offer Document is not prohibited by law or regulation.

"Token Delivery Date" means the date when Delivery of the bartered RTHs takes place.

"Token Offer Document" means the latest version of the document describing the RTHs and the Initial Token Offering which was published in electronic form under www.rotharium.io

1.2 Unless a contrary indication appears, any reference in this Agreement to

(i) any Party shall be construed so as to include its successors in title, permitted assigns and per- mitted transferees;

(ii) the term "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

(iii) the term "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or suprana- tional body, agency, department or regulatory, self-regulatory or other authority or organiza- tion;

(iv) the term "including" shall not be interpreted as limiting to;

(v) the term "token" shall mean a voucher for the use of obtaining goods or services from parties accepting such vouchers;

(vi) a provision of law is a reference to that provision as amended or re-enacted; and

(vii) a time of day is a reference to Vienna time.

1.3 Clause and schedule headings are for ease of reference only and references to clauses and schedules are references to the clauses and schedules of this Agreement.

2. CONCLUSION OF THIS AGREEMENT

2.1 In the Offer Period, the Participant shall submit to the Developer an Exchange Request, specifying the exact RTH Exchange Amount of RTHs. The Exchange Request is a legally non-binding general inquiry (*unverbindliche Anfrage*) by the Participant.

2.2 The Developer shall then submit to the Participant an Offer Invitation, specifying therein the ETH Ex- change Amount of Ether in relation to the RTH Exchange Amount of RTHs specified in the Exchange Request. The Offer Invitation also is a legally non-binding invitation to make an offer (*Einladung zur Anbotslegung*).

2.3 The Participant shall then make an Exchange Offer by transferring the ETH Exchange Amount of Ether stated in the Offer Invitation to the Collection Address. The Exchange Offer is an offer (*Anbot*) legally binding the Participant to the terms of this Agreement.

2.4 The ETH Exchange Amount of Ether stated in the Offer Invitation is only valid if the Exchange Offer is made in the same time period (Pre-Sale Period, Offer Period) the Exchange Request was made by the Participant. If an Exchange Offer is made during the Offer Period then the Exchange Offer is made on the basis of the ETH Token Value of the Offer Period, irrespective of the ETH Exchange Amount stated in the Offer Invitation.

2.5 The Participant's Exchange Offer is accepted by the Developer, and therefore the Agreement is finally concluded, through fulfilment by Delivery of the RTH Exchange Amount of RTHs to the Participant (*Vertragschluss durch Erfüllung*). Only after Delivery, the Developer shall be bound to the terms of this Agreement.

3. NO RIGHT OF WITHDRAWAL

3.1 The Participant shall not have a right of withdrawal, neither statutory nor contractual.

3.2 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 a 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 the Developer and which may occur within the withdrawal period (cf. 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).

3.3 In addition, 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 Directive which is not supplied on a tangible medium and the Participant's prior express consent and acknowledgment that he or she thereby loses his right of withdrawal will be obtained when making an Exchange Offer. As soon as the Exchange Offerhas been made, the Developer will provide the Participant with an email confirmation relating to such prior express consent and acknowledgment as well as to the legally binding Exchange Offer itself.

4. BARTER CLAUSE

4.1 Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Participant as set out herein, the Developer agrees to barter (*tauschen*) in the sense of § 1045 of the Austrian General Civil Code and to deliver to the Participant the RTH Exchange Amount of RTHs; and the Participant, in return, subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Developer as set out herein, agrees to barter (*tauschen*) in the sense of § 1045 of the Austrian General Civil Code and to deliver to the Developer the ETH Exchange Amount of Ether.

4.2 The Participant declares to accept the RTH Exchange Amount of RTHs as consideration for the ETH Exchange Amount of Ether bartered, and the Developer declares to accept the ETH Exchange Amount of Ether as consideration for the RTH Exchange Amount of RTHs bartered. Both parties declare that after due consideration of all material aspects, the RTH Exchange Amount of RTHs is of equal value to the ETH Exchange Amount of Ether.

5. CALCULATION OF THE ETH EXCHANGE AMOUNT

5.1 The ETH Exchange Amount of Ether to be transferred to the Collection Address by the Participant which is provided in the Offer Invitation shall be calculated by the Developer by multiplying the RTH Exchange Amount stated in the Exchange Request with the ETH Token Value.

5.2 The ETH Token Value equals 0.003 Ether in Pre-Sale Period and 0.005 Ether in the remaining Offer Period.

6. DELIVERY OF THE RTHS

After a Participant has made a binding Exchange Offer, the RTH Exchange Amount of RTHs shall, as quickly as reasonably possible, but in any case within one business day, be delivered by the Developer to the ETH Address the Participant has transferred the ETH Exchange Amount of Ether from.

7. RIGHTS ASSOCIATED WITH THE RTHS

7.1 The Participant acknowledges that there are no rights whatsoever associated with the RTHs. In particular, the RTHs do not purport any rights as commonly associated with securities (such as shareholder or information rights). RTHs only serve as vouchers to be used in connection with the Rotharium Platform.

7.2 Rights of the Participant are only derived from this Agreement and statutory Austrian law. Rights derived from this Agreement are (a) the right to Delivery if the Developer decides to accept an Exchange Offer, and (b) rights in connection with the representations and warranties made by the Developer.

7.3 If the Participant is not a consumer (*Konsument*) in the sense of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*), the Participant waives any and all statutory warranty rights and agrees to be limited to the contractual warranty rights set out hereinafter.

8. LISTING OF THE RTHS

The Developer undertakes to have the RTHs listed on one or more virtual currency exchanges such as Bittrex, Poloniex or Kraken within twelve (12) months after the Offer End Date.

9. USE OF THE AGGREGATE EXCHANGE PROCEEDS

9.1 The Developer shall, at all times, keep any unused Aggregate Exchange Proceeds on one or more ETH Addresses separated from other Ether in its possession. The Developer shall therefore ensure that the Aggregate Exchange Proceeds are not mingled with other amounts of Ether the Developer has control over.

9.2 The Developer shall have the right to exchange the Aggregate Exchange Proceeds, or any portion thereof, into any virtual currency or into fiat money of any type, at any time and at any exchange rate reasonably achievable at the time of such exchange.

9.3 The Developer shall have the right to apply the Aggregate Exchange Proceeds or any substitute amount pursuant to clause 9.2 towards any purpose in compliance with the goals of the Developer as set out in the Token Offer Document.

9.4 The Developer shall make available on its website on every Reporting Date an overview of activities it has conducted in the past twelve (12) months in respect of actions taken pursuant to clause 9.3 above.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Participant makes the representations and warranties set out in this clause (10.1.1 to 10.1.7) to the Developer on the date of this Agreement and on the Token Delivery Date.

10.1.1 The Participant is participating in this Initial Token Offering for its own account and is not resident (or does not have a seat) in a jurisdiction outside of the Target Markets.

10.1.2 The material obligations under this Agreement expressed to be assumed by the Participant are legally binding, valid and enforceable against it.

10.1.3 The entry into this Agreement and performance by the Participant do not and will not conflict with (i) any law or regulation or (ii) its constitutional documents (if applicable).

10.1.4 The Participant 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.

10.1.5 The Participant is in possession of the Private Key of the ETH Address the Delivery of the RTHs shall be made to.

10.1.6 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 Participant, except in case the Participant is consumer in the sense of the Consumer Rights Directive or the Austrian Consumer Protection Act.

10.1.7 Any judgment obtained in Austria will be recognized in the jurisdiction of the Participant, except in case the Participant is consumer in the sense of the Consumer Rights Directive or the Austrian Consumer Protection Act.

10.2 In addition to statutory warranty obligations (§ 922 of the Austrian General Civil Code; if not waived under clause 7.3), the Developer makes the representations and warranties set out in this clause (10.2.1 to 10.2.4) to the Participant on the date of this Agreement and on the Token Delivery Date.

10.2.1 The RTHs 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; the Developer makes no representations or warranties as to other jurisdictions.

10.2.2 The Participant will obtain legal competence (*Rechtszuständigkeit*) under Austrian law over the amount of RTHs delivered after this Agreement has been concluded; the Developer makes no representations or warranties as to other jurisdictions.

10.2.3 Any factual information provided by the Developer in the Token Offer Document is true, complete and accurate in all material respects as at the date of the Token Offer Document or as at the date (if any) at which it is stated.

10.3 The Developer will accept RTHs in exchange for the use of the Rotharium Platform and Applications it develops for the Rotharium Platform as described in the Token Offer Document.

11. MISCELLANEOUS

11.1 If the Participant is not a consumer in the sense of the Consumer Rights Directive or the Austrian Consumer Protection Act, the Participant waives its right to contestation of the contract for *laesio enormis* (*Verkürzung über die Hälfte*).

11.2 The Participant 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 RTHs themselves. RTHs may be traded freely on a virtual currency exchange, or otherwise, at any time.

11.3 Any communication to the Developer will be effective only when actually received by the Developer and then only if it was sent via mail to the physical address of the Developer. Any communication or notice given under or in connection with this Agreement must be in German or English language.

11.4 This Agreement is the entire agreement and understanding between the Parties with respect to the exchange of the RTH Exchange Amount of RTHs for the ETH Exchange Amount of Ether and supersedes all prior written or oral commitments, arrangements or understandings between the Parties with respect thereto.

11.5 Should 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 extent permitted by applicable law, each Party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect. This clause 11.5 is not applicable in case the Participant is consumer in the sense of the Consumer Rights Directive or the Austrian Consumer Protection Act.

11.6 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.

11.7 If the Participant is not a consumer in the sense of the Consumer Rights Directive or the Austrian Consumer Protection Act, then all disputes arising out of this Agreement or related to its violation, termination or nullity, shall be brought before the competent court in corporate matters (*Handelsgericht*) in Vienna, Austria.

Crypto Future GmbH