



Exhibit 1

CRWT TOKEN DISTRIBUTION AGREEMENT

This CRWT TOKEN DISTRIBUTION AGREEMENT ("**Agreement**") is concluded by and between CONDA GmbH, a limited liability company incorporated and existing under the laws of Austria, with its corporate seat in Vienna, Austria, and its business address at Liechtensteinstrasse 111-115, 1090 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 CRWDTokens (CRWT, 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 "**CRWDTokens**" 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 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) "**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.
- (e) "**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.
- (f) "**Token Delivery Date**" means the date when Delivery of the CRWTs takes place.

3. SCOPE OF AGREEMENT, AMENDMENTS

3.1. This Agreement sets out the terms and conditions for acquiring CRWTs during the Offer Period in any jurisdiction other than any Restricted Area (as defined in the Terms) and by any citizen other than a citizen of any Restricted Area (as defined in the Terms).

3.2. CONDA may, in its sole discretion, amend this Agreement at any time during the Offer Period by posting a revised version under <https://www.crowdnetwork.com>. 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://www.crowdnetwork.com>. 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 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 1, 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 Exchange Amount to CONDA's bank account or digital wallet address of CONDA. Upon such acceptance, this Agreement is deemed as finally concluded and validly binding between CONDA and the Buyer. CRWT
- 4.4. CONDA reserves the right to rescind this Agreement by written notice to the Buyer in case that the aggregate ETH/BTC 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. CONDA further reserves the right to reject CRWT Offers if the aggregate Exchange Amount received by CONDA during the Pre-Sale Period and the Offer Period exceeds of the equivalent of 18.000.000,00 (eighteen million) (Euro).

5. OPTION A: SALE AND PURCHASE AGREEMENT

In the event that the Buyer has selected Option A (acquisition of CRWT against payment of FIAT currency) 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 set out in the CRWT Order Form (for purposes of Option A, the "**CRWT Purchase Amount**") for the Purchase Price as specified below.
- 5.2. The purchase price for the CRWT Purchase Amount is indicated in the CRWT Order Form or calculated using the EUR/CRWT exchange rate of the day of paying for the token (the "**Purchase Price**").
- 5.3. The Buyer shall transfer the Purchase Price by wire transfer to the bank account of CONDA indicated on the CRWT Order Form within 3 (three) 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.

- 5.4. If CONDA does not receive payment of the Purchase Price indicated in the CRWT Order Form within such three business days, the CRWT Purchase Amount shall be adjusted and recalculated using the average EUR/CRWT exchange rate of the day receiving the Euro amount on the bank account.
- 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 (as adjusted). Both parties declare to be aware of the value of the CRWT Purchase Amount (as adjusted).

6. OPTION B: EXCHANGE AGREEMENT

In the event that the Buyer has selected Option B (acquisition of CRWT in exchange for virtual currency) 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 virtual currency amount indicated in the CRWT Order Form (for purposes of Option B, the "Exchange Amount") against such number of CRWTs that corresponds to the exchange rate published during the order process. For ETH, such exchange rate will be fixed and binding through the Offer Period.
- 6.2. The Buyer shall transfer the total Exchange Amount to the respective digital wallet of CONDA indicated on the CRWT Order Form immediately 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 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 Exchange Amount and of the CRWT Exchange Amount.

7. DELIVERY OF THE CRWT, BONUS

- 7.1. Subject to the Buyer having transferred the Purchase Price or the total Exchange Amount (as applicable) in accordance with section 5 or 6, CONDA shall deliver the CRWD Purchase Amount or the CRWD Exchange Amount (as applicable) to the Buyer's wallet indicated in the CRWD Order Form the latest 1 month after the end of the Offer Period.
- 7.2. During the Offer Period, no bonus token will be distributed.

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 CRWDS

- 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 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 law.

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 CRWT TOKENS AND THE CONDA PLATFORM