



TOKEN PURCHASE AGREEMENT

FTV Media GmbH, FN 451367 a
Wasagasse 4, 1090 Vienna
Austria
(hereinafter the "**Developer**")

*Signed and stamped here by FTV Media GmbH
if Investor's offer is accepted*

and

Full Name / Company Name

Date of Birth / Reg.-No.

Address, ZIP, Town

Country of Residence / Registration

Passport No. / ID

Signature of Investor

(hereinafter the "**Investor**")

Developer and Investor are jointly referred to as "**Parties**" and individually as a "**Party**". The Parties agree to the purchase of FTV Coins Deluxe or to their exchange against another virtual currency, subject to the terms and conditions attached hereto and available under www.ftv.com/c.

Investment Amount and Payment Details

Please state the amount of FTV Coins Deluxe you would like to purchase and the purchase price.

Amount of FTVs: _____ x EUR 0.18 (unit price) = Total Price: EUR _____
(excluding Bonus) *(amount x EUR 0.18)*

The following Bonuses apply*

EUR 0 to	EUR 100 000	17.5 %
EUR 100 001 to	EUR 500 000	20 %
EUR 500 001 to	EUR 1 000 000	25 %
EUR 1 000 001 to	EUR 2 000 000	30 %
EUR 2 000 001 and	above	35 %

* These Bonuses are based on the Total Price, valid until the start of the ICO, and payable to the Investor in FTV Coins Deluxe.

* These Bonuses are not applicable for any employee, consultant and agent etc. of the Developer or the FashionTV Group.

Delivery of FTV Coins Deluxe




Please state where you would like your FTV Coins Deluxe to be transferred to.

Use this Ether-Address: _____

Ether-Address for Delivery will be provided later.

Payment Method

Please select how you would like to pay for the FTV Coins Deluxe purchased and provide the amount of Euro, Bitcoin, Ether or Dash you will transfer. If payment is not made in Euro, payment in Bitcoin, Ether or Dash must be made at the current exchange rate shown on www.coinmarketcap.com.

<input type="checkbox"/> Euro: _____ EUR Bank Account Details: IBAN: AT42 1200 0100 1747 7216 BIC: BKAUATWW XXX FTV Media GmbH UniCredit Bank Austria AG Schottengasse 6-8 1010 Vienna, Austria	<input type="checkbox"/> Bitcoin: _____ BTC Payment Address: 12BshQtKKyCVGgxRv U34egA7vePvmtUDYd 
<input type="checkbox"/> Ether: _____ ETH Payment Address: 0x5E315B21eEE50777Ad8 450b489ECc7CAa2Ae5079 	<input type="checkbox"/> Dash: _____ DASH Payment Address: Xrp1BLA7PCEkGeeYU XiicMajp584xwP6MM 

My transfer of BTC, ETH or DASH will be made from this Address (leave blank if payment is made in Euro)

I confirm that I have made all statements correctly and I am aware that the processing of these data is necessary for the fulfilment of the contract (Article 6 para 1 lit b GDPR). I confirm that I have carefully read and understood the Coin Offer Document available under www.ftv.com/c. I confirm to use a wallet software that supports ERC20-Tokens. I confirm that I am not a consumer in the sense of the EU Consumer Rights Directive. I Agree to the terms and conditions attached.

_____ Place

_____ Date

_____ Signature

Terms & Conditions

- (A) FTV Media GmbH (the "**Developer**") is a limited liability company pursuant to Austrian laws, registered with the Commercial Court of Vienna under registration number FN 451367 a. The Developer has its corporate seat at Wasagasse 4, 1090 Vienna, Austria. The Developer is conducting a public token offer in the form of a non-automated offer (the "**Pre-Sale**") and in the form of an automated token offer (the "**Initial Coin Offering**"). The details of the Pre-Sale and the Initial Coin Offering are described in the Coin Offer Document available under www.ftv.com/c.
- (B) The Developer will create a fixed amount of 1.5 billion units of a new Ethereum-based token named 'FTV Coin Deluxe' (the "**FTV(s)**"). The Developer intends to offer a certain number of FTVs for exchange in the Pre-Sale and in the Initial Coin Offering. The Pre-Sale will be conducted in the period from 5 March 2018 until 15 May 2018 ("**Pre-Offer Period**"). The Initial Coin Offering will be conducted in the period from 16 May 2018 until 30 June 2018 ("**ICO Period**").
- (C) FTVs are designed to be used as a virtual currency in connection with the purchase of luxury goods and services from the Developer or group companies of the Developer. FTVs are 'digital content' in the sense of Article 2 para (11) of the Consumer Rights Directive. FTVs 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. FTVs are not securities under Austrian law and do not carry with them any rights as may be commonly associated with securities.
- (D) In the Initial Coin Offering, the Developer will sell or exchange FTV Coins Deluxe at a staggered price scheme:
From 16 May 2018 to 28 May 2018 the offer price will be EUR 0.18.
From 29 May 2018 to 10 June 2018 the offer price will be EUR 0.20.
From 11 June 2018 to 23 June 2018 the offer price will be EUR 0.22.
From 24 June 2018 to 30 June 2018 the offer price will be EUR 0.24.
- (E) The Investor identified on the cover page of this Agreement is interested in purchasing or exchanging a certain amount of FTV Coins Deluxe before the Initial Coin Offering commences. Subject to the terms and conditions hereinafter (the "**Agreement**"), the Developer agrees to sell to the Investor FTVs or to exchange FTVs for other crypto currencies ahead of the commencement of the Initial Coin Offering at a favorable price. The Investor is not a consumer in the sense of relevant consumer protection laws or regulation.

§ 1. Definitions and Interpretation

- (1) *Definitions.* 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:
- "**Acceptance Notice**" means the notice by the Developer to the Investor that it accepts the Offer as provided for in § 3 para (3).
- "**Address**" means an identifier of alphanumeric characters that represents a valid destination for a transfer virtual currency on the respective blockchain.
- "**Amount**" means the amount of FTVs the Investor is receiving as consideration for payment of the Total Price (if Euro or USD payment is made) or in exchange for the Total Price (if Bitcoin, Ether or Dash is exchanged), both as stated on the cover page of this Agreement.
- "**Bank Account**" means a bank account set out on the cover page of this Agreement.
- "**Bonus Amount**" means the bonus of FTVs as provided on the cover page of this Agreement.
- "**Coin Offer Document**" means the document describing the use of the FTV Coins Deluxe as available under www.ftv.com/c.
- "**Collection Address**" means the respective address on the respective blockchain where the Total Price is collected, as the case may be.
- "**Conditions Precedent**" means the conditions precedent that must be fulfilled before this Agreement becomes binding and enforceable against the Developer (*aufschiebende Bedingungen*) as set out in § 4 para (1).
- "**Delivery**" means the transfer of the Amount of FTV Coins Deluxe to the Delivery Address.
- "**Delivery Date**" means a day within a period of sixty (60) days after the Offer Start Date of the Initial Coin Offering.
- "**Developer**" means FTV Media GmbH, FN 451367 a, Wasagasse 4, 1090 Vienna, Austria.

"**FTV(s)**" means the Ethereum-based tokens as described in the Coin Offer Document which shall be used as a means of payment to purchase luxury goods and services from the Developer or group companies of the Developer.

"**KYC-Documents**" means the documents listed in § 3 para (2).

"**Lock-Up Period**" means a period of six months after the Delivery of the FTV Coins Deluxe.

"**Offer**" means a binding offer to purchase or exchange the Amount of FTVs at the Total Price, both as stated on the cover page of this Agreement.

"**Offer Start Date**" means 16 May 2018.

"**Originals**" means physical originals of two duly signed copies of this Agreement.

"**Payment Method**" means either payments in Euro or USD, or the transfer of Bitcoin, Ether or Litecoin, as indicated on the cover page of this Agreement.

"**Unit Price**" means the price for a single FTV Coin Deluxe as set out on the cover page of this Agreement.

"**Total Price**" means the purchase or exchange price stated on the cover page of this Agreement.

- (2) *Interpretation.* Unless a contrary indication appears, any reference in this Agreement to
- any Party shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - 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;
 - 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 supranational body, agency, department or regulatory, self-regulatory or other authority or organization;
 - the term "including" shall not be interpreted as limiting to;
 - a provision of law is a reference to that provision as amended or re-enacted; and
 - a time of day is a reference to Vienna time.

§ 2. Scope of the Agreement

- (1) *Sale & Purchase.* In case the consideration for the Amount of FTVs is Euro or USD, the following applies:
- Sale.* The Developer, subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Investor as set out herein, agrees to sell (*verkaufen*) in the sense of § 1053 of the Austrian General Civil Code and transfer to the Investor the Amount of FTV Coins Deluxe indicated on the cover page of this Agreement.
 - Purchase.* Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Developer as set out herein, the Investor agrees to purchase (*kaufen*) in the sense of § 1053 of the Austrian General Civil Code the Amount of FTV Coins Deluxe and to transfer to the Developer the Total Price indicated on the cover page of this Agreement; or
- (2) *Exchange.* In case the consideration for the Amount of FTVs is Bitcoin, Ether or Dash, the following applies:
- FTVs.* The Developer, subject to the terms and conditions of this Agreement and in reliance on the representations and warranties of the Investor as set out herein, agrees to barter (*tauschen*) in the sense of § 1045 of the Austrian General Civil Code and transfer to the Investor the Amount of FTV Coins Deluxe indicated on the cover page of this Agreement.
 - Consideration.* The Investor, 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 the Amount of FTV Coins Deluxe and to transfer to the Developer the Total Price using the crypto currency indicated on the cover page of this Agreement.
- (3) *Price & Calculation.* The price for the purchase or exchange of a single FTV Coin Deluxe is the Unit Price indicated on the cover page of this Agreement. The Total Price is denominated in Euro. If the Parties agree to a Payment Method other than the payment in Euro (i.e., payment in USD, or transfer of

Bitcoin, Ether or Dash), the payment or transfer must be made at the current exchange rate at the time the payment or transfer was made.

- (4) *Consideration*. The Investor declares to accept the Amount of FTV Coins Deluxe as consideration for the Total Price. The Developer declares to accept the Total Price as consideration for the Amount of FTV Coins Deluxe.

§ 3. Purchase or Exchange Process

- (1) *Offer*. The Investor shall make a binding offer (the "**Offer**") to purchase or exchange the Amount of FTVs for the Total Price. To this end, the Investor shall furnish the Developer with a signed copies of this Agreement (the "**Original**").
- (2) *KYC Documents*. The Developer may conduct a Know-Your-Customer check of the Investor. To this end, the Investor shall provide the Developer with a filled-in and duly signed KYC-questionnaire if so requested by the Developer. The documents requested are collectively referred to as the "**KYC-Documents**".
- (3) *Acceptance Notice*. After the Developer has received the Original and all KYC-Documents requested, the Developer may conduct a Know-Your-Customer check of the Investor. The Developer shall inform the Investor whether it accepts the Offer by duly countersigning the Original and providing the Investor with a scanned copy of the countersigned Agreement (the "**Acceptance Notice**").
- (4) *Payment or Transfer*. Upon being furnished with an Acceptance Notice by the Developer, the Investor shall, within five (5) business days, transfer the Total Price
- (a) to the Bank Account set out on the cover page of this Agreement; or
- (b) to the Collection Address set out on the cover page of this Agreement.
- (5) *Bonus*. The Investor receives a bonus for the purchase or exchange of FTVs, which is provided in FTVs to the Investor ("**Bonus Amount**"). The Bonus Amount that applies can be viewed on the cover page of this Agreement.

§ 4. Conditions Precedent, Release of Documents

- (1) *Conditions Precedent*. This Agreement shall become binding and enforceable against the Developer only after the following conditions precedent (*aufschiebende Bedingungen*; "**Conditions Precedent**") are fulfilled:
- (a) the Investor has furnished the Developer with KYC-Documents, if so requested; and
- (b) the Developer has duly countersigned Original of the Agreement; and
- (c) the Investor has transferred the Total Price to the Bank Account or the Collection Address set out on cover page of this Agreement.
- (2) *Release of Original*. After all Conditions Precedent have been fulfilled, the Developer shall confirm that the Agreement has become valid within five (5) business days.

§ 5. Delivery, Lock-Up Period

- (1) *Delivery*. Delivery of the Amount of FTV Coins Deluxe as well as the Bonus Amount to the Investor shall take place without undue delay, in any case within sixty (60) days after the Offer Start Date of the Initial Coin Offering (the "**Delivery Date**"). Delivery shall be made by the Developer to the Delivery Address on the Ethereum-Blockchain set out on the cover page of this Agreement.
- (2) *Lock-Up Period*. In the Lock-Up Period set out on the cover page of this Agreement, the Investor shall hold on the Amount of FTV Coins Deluxe and shall dispose of any portion therefor through any means, either by sale on a virtual currency exchange or by sale over the counter, only in compliance with the following terms. After $\frac{1}{3}$ (one third) of the Lock-Up Period has passed, the Investor may dispose of $\frac{1}{3}$ (one third) of the Amount of FTV Coins Deluxe. After $\frac{2}{3}$ (two thirds) of the Lock-Up Period have passed, the Investor may dispose an additional of $\frac{1}{3}$ (one third) of the Amount of FTV Coins Deluxe. Only after the Lock-Up Period has passed entirely, the Investor may dispose of the remaining $\frac{1}{3}$ (one third) of the Amount of FTV Coins Deluxe.

§ 6. Representations and Warranties

- (1) *Representations by the Investor*. The Investor makes the following representations and warranties to the Developer on the date of this Agreement and on the Delivery Date.
- (a) The Investor is not a consumer in the sense of the Consumer Rights Directive.
- (b) The Investor purchases or exchanges FTV Coins Deluxe on its own account.

- (c) The Investor is in possession of the private key associated with the Address on the Ethereum-Blockchain where delivery of the FTV Coins Deluxe shall be made to.
- (d) The Investor uses a wallet-software for accessing the FTV Coins Deluxe delivered which is capable of natively handling ERC20 tokens.
- (e) The material obligations under this Agreement expressed to be assumed by the Investor are legally binding, valid and enforceable against it.
- (f) The entry into this Agreement and performance by the Investor do not and will not conflict with
- (i) any law or regulation; or
- (ii) its constitutional documents (if applicable).
- (g) The Investor 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.
- (h) 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 Investor.
- (i) Any judgment obtained in Austria will be recognized in the jurisdiction of the Investor.
- (2) *Representations by the Developer*. Statutory warranty obligations of the Developer (§ 922 of the Austrian General Civil Code) shall be excluded to the extent permissible by law. Instead, the Developer makes the representations and warranties set out in this clause to the Investor on the date of this Agreement and on the Offer Start Date.
- (a) FTV Coins Deluxe 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.
- (b) The Investor will obtain legal competence (*Rechtszuständigkeit*) under Austrian law over the amount of FTV Coins Deluxe delivered; the Developer makes no representations or warranties as to other jurisdictions.

§ 7. Miscellaneous

- (1) *Transferability*. The Developer may assign any and all of its rights and obligations under this Agreement to any other group company that is under direct or indirect control of Fashion TV Holding Ltd., Akara Bldg., 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands. The Investor may not, without prior written consent of the Developer, assign or otherwise dispose of any rights or obligations under this Agreement to any third party.
- (2) *Communication*. 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.
- (3) *Entire Agreement*. This Agreement is the entire agreement and understanding between the Parties with respect to the purchase or exchange of FTV Coins Deluxe and supersedes all prior written or oral commitments, arrangements or understandings between the Parties with respect thereto.
- (4) *Severability*. 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 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.
- (5) *Austrian law*. 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.
- (6) *Disputes*. 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 (*Handelsgerichte*) in Vienna, Austria.