



THE CR SPORTS CONSULTING GMBH

(a limited liability company pursuant to Austrian law  
having its corporate seat in Vienna, Austria)

## EUR 7.5 Million Nominal Value 'Traditional Club and Academy' Revenue Participation Rights

### § 1. General

(1) *Issuer, Issuing.* THE CR SPORTS CONSULTING GMBH, FN 613774i, Am Kahlenberg 3/410, 1190 Vienna (the "**Issuer**"), pursuant to a shareholder resolution, issues 'Traditional Club and Academy' revenue participation rights (*Umsatzgenussrechte*) pursuant to these terms and conditions (the "**Participation Rights**") in a total nominal amount of up to EUR 7 500 000.

(2) *Denomination.* The Participation Rights are denominated in Euro (EUR) and are divided into 100 000 single pieces with a nominal value of EUR 75 each.

(3) *Tokenization.* The Participation Rights are represented by 'Traditional Club and Academy NFT' tokens, 99 900 of which are issued on the Ethereum blockchain and 100 of which are issued on the Concordium blockchain (the "**Tokens**"). Any person holding a Token is referred to as a "**Tokenholder**". All rights in connection with the Participation Rights are linked to the possession of the Token. The Tokens are managed under the following smart contract addresses and token IDs:

Ethereum:

Token Smart Contract: 0xeb10880d5eBDBec2e9869179d5020312da514eEe

Token ID: 267058513795088396

Concordium:

Mint Address: 52b52c6672b57e87ef4d113f87354979061e0c5f5142efeb5c5adef360b5c68

(4) *Issuance.* Subscribers (as defined below) are entitled to receive one Token for each Participation Right subscribed.

(5) *Transferability.* The Participation Rights may be assigned to third parties without the consent of the Issuer. Assignment may be carried out by transferring the Token on the Ethereum blockchain.

(6) *Qualified Subordination.* The Participation Rights constitute subordinated obligations of the Issuer ranking subordinated to all other existing and future unsubordinated obligations, except as otherwise provided by mandatory provisions of law. Tokenholders are not entitled to any payments if such payment would result in the insolvency of the Issuer. In the event of insolvency proceedings on the assets of the Issuer, the claims arising pursuant to the Participation Rights will only be taken into account after all non-subordinated creditors have been fully satisfied. Pursuant to § 67 para (3) of the Austrian Insolvency Act, the claims of Tokenholders are only satisfied after the elimination of a negative equity

(§ 225 para (1) of the Austrian Commercial Code) or in the case of liquidation after satisfaction of all creditors. The Tokenholder states that because of these claims under the Participation Rights, no insolvency proceedings need be opened.

## § 2. Subscription

- (1) *Subscription.* A person interested in subscribing to the Participation Rights is referred to as a "**Subscriber**". The subscription price per Participation Right is the price indicated on the subscription form before making a subscription (the "**Subscription Price**"). The Subscription Price multiplied by the number of Participation Rights subscribed by a Subscriber is referred to as the "**Subscription Amount**". The Participation Rights cannot be subscribed in fractions.
- (2) *Subscription Currency.* The Participation Rights may be subscribed in EUR, USD, BTC, ETH, CCD or USDT at the exchange rate indicated on the subscription form.
- (3) *Subscription Process.* To validly subscribe to the Participation Rights,
  - (a) the Subscriber shall make a legally binding offer to subscribe to the Participation Rights by paying the Subscription Amount to the Issuer within the time allotted by the Issuer (the "**Offer**");
  - (b) the Issuer may accept the Offer by transferring the Tokens to the public address on the Ethereum blockchain provided by the Subscriber (the "**Delivery Address**").

Subscriptions will be effective only upon the Issuer's acceptance of the Offer. The Issuer reserves the right to reject any Offer in whole or in part.

- (4) *Use of Proceeds.* The Issuer shall use the proceeds from the sale of the Participation Rights primarily for the purpose of generating Revenue (as defined below) but may also use such proceeds for any other corporate purpose.

## § 3. Revenue Participation

- (1) *Scope.* Beginning on the date of delivery of the respective Token, Tokenholders participate by means of the law of obligations (*schuldrechtlich*) in the Revenue of the Issuer as provided for hereinafter (the "**Revenue Participation**").

"**Revenue**" means the revenue (*Umsatzerlöse*) of the Issuer derived from sport clubs as stated on the Issuer's quarterly profit and loss statements pursuant to § 231 (2) and § 231 (3) (1) of the Austrian Commercial Code (*Unternehmensgesetzbuch*; UGB) under the sub-entry entitled 'Traditional Club and Academy NFT' or similar.

For the avoidance of doubt, proceeds from the sale of revenue participation rights of the Issuer shall not be counted towards revenue in the profit and loss statement of the Issuer; in the case tax authorities determine otherwise, any such proceeds shall be excluded from the Revenue.

- (2) *Revenue Share.* Each Token participates in 0.0005 % of the Revenue (the "**Revenue Share**").

- (3) *Calculation Period.* The calculation period for the Revenue Participation shall be every calendar quarter ("**Calculation Period**"). Each Calculation Period shall commence on the first day of the respective calendar quarter and conclude on the last day of the same calendar quarter. The Issuer shall prepare a profit and loss statement for each Calculation Period before each Distribution (as defined below).
- (4) *Distributions.* Within fifteen (15) calendar days from the end of each Calculation Period, the Issuer shall distribute the Revenue to the public Ethereum addresses where the Tokens are held as at 23:59:59 CET on the last calendar day of the Calculation Period (each a "**Distribution**").  
  
"CET" means Central European Time or Central European Summer Time, whichever is applicable in Vienna, Austria.
- (5) *Distribution Currency.* The Issuer shall effect distributions in ETH (the "**Distribution Currency**").
- (6) *Exchange Rate.* Conversion of the Revenue to the Distribution Currency shall be calculated according to the applicable exchange rate published at <https://www.coinmarketcap.com/>. If this provider discontinues its service, the Issuer shall determine another source with comparable relevance and accuracy.
- (7) *Discharge of Liability.* Distributions shall be made by the Issuer with liability-discharging effect by transferring the Revenue Share to the respective public addresses on the Ethereum blockchain in accordance with para. (4).

#### **§ 4. Capital Measures, No Dilution Protection**

- (1) *Additional Participation Capital.* In addition to issuing additional participation rights which do not form a single series with these Participation Rights, the Issuer may, at any time and without consent of the Tokenholders, issue additional participation rights having the same characteristics (with the exception of the issue date or the issue price) in a way to form a series with these Participation Rights. There is no protection against dilution with regard to the issuance of additional participation rights (the "**Additional Participation Capital**").
- (2) *Repurchase on the Market.* The Issuer may purchase any number of Participation Rights on the market or otherwise at any marketable price. The Issuer may hold such Participation Rights, resell them at a later point in time, or cancel them at will. There is no dilution protection with regard to the repurchase of Participation Rights.
- (3) *Capital Structure.* The Issuer may take actions resulting in a change of its capital structure, in particular with respect to capital increases or decrease, changes of its legal form or the admission of new shareholders. There is no dilution protection with regard to any such corporate measures that lead to a change in the capital structure of the Issuer.

#### **§ 5. Termination**

- (1) *Term.* The term of the Participation Rights is unlimited.
- (2) *Ordinary Termination.* The Issuer waives its right to ordinary termination.
- (3) *Extraordinary Termination.* The Issuer may terminate the Participation Rights in whole but not in part for good cause with immediate effect upon written notice.

- (4) *Termination by the Issuer.* In the event of termination, the Issuer shall distribute any undistributed Revenue to the Tokenholders within fifteen (15) calendar days after notice of termination was provided.
- (5) *Termination by the Tokenholder.* For the avoidance of doubt, there shall be no payment or repayment obligation of the Issuer in the event that a Tokenholder terminates the Participation Rights.
- (6) *Limitation.* Claims related to Distributions pursuant to § 3 expire after three years from the respective due date. Claims related to a distribution in the event of termination pursuant to this § 5 expire after thirty years from the respective due date.

#### **§ 6. Costs and Taxes**

All costs associated with distributions and all taxes and other charges shall be borne and shall be payable by the Tokenholders. Insofar as the Issuer is legally obligated to deduct or withhold taxes, fees and other charges, only the remaining amount will be distributed to the Tokenholders. In particular, the Issuer may be obligated to withhold capital gains tax at the expense of the Tokenholders and to transfer it to the competent tax authorities.

#### **§ 7. Publications, Notifications**

All notices and publications concerning the Participation Rights shall be published on the website of the Issuer under [the-sports-museum.io/tokenholder-relations](https://the-sports-museum.io/tokenholder-relations). Any such notice shall be deemed received by the Tokenholders on the third day following the day of their publication. An individual notification of Tokenholders is not required.

#### **§ 8. Miscellaneous**

- (1) *Governing Law.* These Participation Rights shall be governed by, and construed and interpreted in accordance with, the laws of Austria, with the exception of the conflict of laws rules of Austrian private international law.
- (2) *Place.* Place of fulfillment is Vienna, Austria.
- (3) *Jurisdiction.* For all disputes arising out of or in connection with these Participation Rights between the Issuer and Tokenholders who are not consumers in the sense of the Austrian Consumer Protection Act, the court responsible for commercial matters in Vienna, Inner City shall have exclusive jurisdiction.
- (4) *Severability.* If any provision of these terms and conditions is or becomes invalid in whole or in part, the remaining provisions shall remain in full force and effect. Insofar as the Austrian Consumer Protection Act does not apply, the ineffective provision shall be replaced by an effective provision which, to the extent legally possible, takes account of the economic purposes of the invalid provision.

**THE CR SPORTS CONSULTING GMBH**