

# Token Offering Memorandum

Token Purchase Agreement - Terms of Token Sale

for the

## Public Offering

of

5'000'000

## RVW Tokens

“Roe V. Wade”

Tokenized Right to Film Distribution Proceeds

November 11th, 2020

by

### RVW Limited

company registration number 222444, with the seat and correspondence address at  
Unit117, Orion Mall, Palm Street, P.O. Box 828, Victoria, Mahe, Seychelles  
 (“The Issuer”)

This Token Offering Memorandum contains all basic information and disclosures required by Liechtenstein regulations to be made available to you before you may decide to purchase RVW tokens and invest in this type of financial product. In Liechtenstein, where this product is being offered by the RVW Limited as an issuer, an offer of this type of tokenized debt to the public is exempt from the obligation to publish Basic Information if the token issuance proceeds are not expected to exceed CHF 5 million and also is exempt from the obligation to publish a securities prospectus if the total consideration of expected proceeds over a period of 12 months does not exceed EUR 8,000,000 or the equivalent value in Swiss francs and the offer is not subject to notification in accordance with Article 25 of Regulation (EU) 2017/1129. The Token Issue, however, decided to publish this information on a voluntary basis.

The Financial Market Authority of Liechtenstein has been notified of this Token Offering Event and details about this public offer have been duly published as required in accordance with the Token and Trusted Technology Service Provider Act (TVTGA) also known as “The Blockchain Act”.

This document provides you with essential information about this investment product. Information included herein is required to be made publicly available to you by law in order to help you determine the nature of this product, its risks and rewards, potential gains and losses related to this product and also to help you compare this opportunity with other products. Please read this information carefully and consider seeking appropriate guidance from your trusted financial, tax or legal advisor, if necessary.

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## **1. Introduction**

### **1.1. Product**

5'000'000 (five million) subordinated, tokenized bonds with a nominal value of \$1 USD each, represented by the RVW Tokens (as defined below). The name of the tokens are "RVW Tokens" ("RVW" or "\$RVW"). ISIN / WKN were not assigned. Issuer: RVW Limited, registration number 222444, with the seat and correspondence address at Unit117, Orion Mall, Palm Street, P.O. Box 828, Victoria, Mahe, Seychelles. The issuer is not subject to any government supervision.

### **1.2. Information about the RVW Tokens to be issued and associated rights**

RVW Tokens are issued by the RVW Limited, a company incorporated in the Republic of Seychelles, where it is registered with the Commercial register under registration Number 222444, with the seat and correspondence address at Unit117, Orion Mall, Palm Street, P.O. Box 828, Victoria, Mahe, Seychelles.

RVW Tokens represent legal rights of the token holders to the respective share in a debt instrument, issued by the RVW limited in a form of a bond with a total face value of 5 (five) million U.S. dollars. Each RVW token represents legal rights equal to the 1 U.S. dollar face value or 1 / 5'000'000 of the total value of the bond issued and will grant to the token holders full legal and contractual rights and obligations associated with the bond. More specifically, each token will grant to its holder a contractual right to receive future income generated by the RVW film distribution activities and also to receive back the nominal face value of the tokens in line with the terms and conditions outlined in this document.

The RVW Tokens are technically generated by LCX AG on behalf of its client RVW Limited.

The respective roles, responsibilities and obligations of RVW Limited and LCX AG are described in the following sections.

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## **1.3. RVW Limited and its roles and responsibilities as an issuer of the tokens and the underlying bond instrument**

RVW Limited is a company incorporated at Seychelles, registered with the Commercial Register under registration Number 222444, with the seat and correspondence address at Unit117, Orion Mall, Palm Street, P.O. Box 828, Victoria, Mahe, Seychelles.

The ultimate beneficial owner of the RVW limited and the person in charge of effective control of the company is Mr. Nick Loeb, who is an executive director and producer of the “Roe V. Wade” film.

RVW Limited intends to borrow funds from interested investors with the purpose to finance distribution and marketing efforts of the “Roe v. Wade” film in the United States and world-wide.

When you purchase RVW token, you will purchase this token directly from RVW Limited and the purchase price and consideration you agree to pay (with certain deductions of applicable costs, fees and commissions paid to LCX AG as a service provider and potentially other applicable fees that could be paid to other banking or financial partners) will be transferred to and received by the RVW Limited and will be used by it to effectively execute their commercial plans, and specifically their stated marketing and distribution strategy for the “Roe v. Wade” film at their sole and absolute discretion.

RVW Limited is the party that determines the price of the RVW tokens, the amount of the tokens to be issued and all key commercial terms of the underlying bond instrument.

**In summary, when you purchase RVW tokens, you will directly enter into the contractual relationship with the RVW Limited and will become a fractional owner and bond holder of the underlying portion of the bond issued by the RVW Limited. RVW limited will be liable to you for any and all potential payments, income, rewards distribution and for the return of the face value of the tokenized part of the bond you own, as described in the section 4 of this document.**

RVW Limited will receive and use the proceeds from the RVW token offering and is ultimately responsible for execution and delivery of the underlying commercial plans associated with the “Roe v. Wade” film and its eventual success or failure.

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### **1.4. Name of the Technical Service Provider (acting on behalf of the client)**

LCX AG, a joint stock company incorporated in the Principality of Liechtenstein, registered with the Liechtenstein Commercial Register under registration Number FL-0002.580.678-2 and LEI Number 529900SN07Z6RTX8R418, with the seat and correspondence address at Herrengasse 6, 9490 Vaduz, Principality of Liechtenstein. Website: [www.LCX.com](http://www.LCX.com) and Email: [RVW@LCX.com](mailto:RVW@LCX.com)

LCX AG acts as a service provider for its client RVW Limited. More specifically, LCX AG is responsible to be a technical service provider with respect to delivering underlying technical solutions and infrastructure, developing necessary smart contracts and software, generating RVW tokens, maintaining the technical platform where the token issuer can make these tokens available for sale to you, facilitating reporting, data management and blockchain payments that happen between you and RVW Limited as a part of the token offering and eventual future rewards and paybacks from RVW Limited back to you.

In particular, LCX AG is responsible for:

- Delivering and maintaining a smart contract that will govern all key features and functionalities of the RVW token.
- Generating the RVW token from the technical perspective, as instructed by RVW Limited and in the quantities and within the timeframe specified by the RVW Limited and this document.
- Executing necessary documentation, disclosures, reporting, notification and information sharing requirements, as required by applicable Liechtenstein laws and regulations. This also includes collecting from the RVW Limited and publishing subsequent disclosures, status updates and other pertinent information on the ongoing progress of the underlying project, its key milestones and eventual rewards and income distribution.
- Developing and maintaining technical platform of RVW tokens
- Facilitating safe and secure process for token buyers to register themselves, complete necessary verification and compliance requirements, contribute applicable consideration in the form of blockchain-based payments for their RVW Tokens.
- Developing and maintaining the delivery system of RVW tokens on behalf of RVW Limited to the buyers after the token purchase and applicable transaction execution have been successfully completed.

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- Providing RVW with necessary data, reporting and details with respect to the token offering execution.
- Providing customer support to the buyers and holders of the RVW tokens.

LCX AG is not responsible and will not act as your depository service or custodial wallet with respect to your future holdings of the RVW tokens. You must set up and manage your own blockchain wallet where LCX AG will deliver the tokens to you.

When you decide to purchase RVW tokens, LCX AG is not a seller of these tokens and your contribution will not be received by LCX AG. You will not be required to pay any fees directly to LCX AG when you participate in the RVW token offering, all applicable fees are covered by the RVW Limited, who is a client of LCX AG.

However, if you decide to purchase RVW tokens you will have to accept the Terms and Conditions and the Privacy Policy of the LCX AG in addition to the Terms of the RVW Token offering, outlined in this document. More specifically, you will have to agree that LCX AG will be your service provider with respect to technical execution of the underlying token exchange between you and RVW Limited. You will have to provide necessary information about yourself, your funds and some other information about you, as required by you, so that LCX AG can successfully execute its role as an AML obliged party and a technical service provider, as required by applicable regulations in Liechtenstein. LCX AG will also provide you with necessary customer and technical support with respect to the RVW token offering, as required

### **1.5. Competent Authority supervising activities of the LCX AG**

FMA – Finanzmarktaufsicht Liechtenstein

Landstrasse 109, Postfach 279

9490 Vaduz, Liechtenstein

Tel: +423 236 73 73

Fax: +423 236 73 74

Website: [www.FMA-LI.li](http://www.FMA-LI.li)

### **1.6. Warnings**

You must read this entire document and make sure you understand its content fully and do not rely just on the summary of the document, before you make a decision to purchase RVW Tokens.

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Please understand that the token issuer of the RVW tokens is responsible for preparing and presenting this information to you, however, the token issuer or LCX AG can only be made liable for the consequences of your investment decision with respect to this offering in the event that this summary is misleading, incorrect or inconsistent if read together with other parts of the basic information presented to you.

**You are about to purchase a product that is not easy and can be difficult to understand. You could lose all or part of the capital invested and never receive expected returns.** Your liability as an investor is limited to the investment amount.

If you would like to lodge a complaint about the information contained in this Token Offering Memorandum, you could do so in writing to the token issuer, using the contract information provided above.

Your rights as a RVW token holder are not secured or protected by any specific collateral and in the event of insolvency of the RVW Limited, your possible claims to the assets of the RVW Limited, in particular the claims related to the payment of interest and on repayment of the bond face value, will likely rank behind all other collateralized claims. That means that other potential creditors of the RVW limited (that may have a higher ranking) will be satisfied before the RVW token holders.

Since LCX AG is not issuing RVW tokens, LCX AG will not be responsible for the commercial success or failure of the underlying project and will not directly or indirectly guarantee or issue any assurances to you that this project will eventually succeed or will meet its obligations to you. Therefore, in case of any failures, delays, delinquencies or other factors that may lead to RVW Limited not being able to fulfill its obligations under the Terms outlined in this Memorandum, LCX AG is not liable to you with respect to any and all obligations beyond its obligations stipulated in section 1.3. and also the rights and obligations stipulated in the LCX own Terms and Conditions.

## **2. Key Information on the RVW Token Issuer**

### **2.1. Information about the RVW Token Issuer.**

As RVW Limited is a new company only dedicated for the movie production and film rights, there is no long historical financial information or key figures on the financial and



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earnings position of the issuer in previous years or comparative periods. Nevertheless here is a short summary.

The company is in good legal standing under the laws of Seychelles and has been incorporated August 5th 2020. The company has an authorised capital of US \$ 100'000.

### **2.2. What are the key risks that are Specific to the Token Issuer**

**Risks relating to the fact that RVW Tokens:** The successful outcome of the commercial activities underlying the issuance of the RVW tokens depend on the activities of the RVW Limited, as RVW Limited is the sole issuer of the tokenized assess and manager of the underlying commercial project. RVW Limited is responsible to collect all gross proceeds from the eventual sales and distribution of the “Roe v. Wade” film. “Gross Proceeds” are all nonrefundable, gross proceeds actually received by or credited from the U.S. domestic film distribution (including outright sales) exhibition and/or other exploitations of the picture in any and all media now known or hereafter devised in perpetuity and from the exercise of all related subsidiary rights (such as merchandising, soundtrack, music publishing, and literary publishing). LCX AG has signed a service agreement with RVW Limited, so that LCX AG can effectively scope, plan and deliver its professional and technical services to the client, however, LCX AG will not be responsible for the execution of any underlying commercial activities and cannot directly or indirectly influence how many or when “Gross Proceeds” can be generated. RVW Limited and the movie “Roe V. Wade” may not be successful and may not result in any revenues nor investment returns. There is a risk that the film “Roe V. Wade” may not be published due to issues at the post-production stage, due to legal requirements or due to other market conditions. In particular, there is no guarantee that RVW Limited will be paying back any investment returns or will be able to pay back the face value of the bond. RVW Limited may go bankrupt and may not be able to fulfil its obligations related to the RVW Token. The RVW Limited company may not be able to distribute the movie as planned which may result in much less or no profits. In all these circumstances LCX AG will not be held responsible for the outcome of such events.

**Technical risk of token development:** There is a risk that the RVW tokens development cannot be implemented as planned or with all planned functions due to technical or other challenges. Neither the Token Issuer, nor LCX AG assume any liability and give no guarantees or assurances with regard to the functionality of the RVW Token or the underlying Smart Contracts, which are programmed, developed or used in the broadest sense for the processing of the offer in accordance with this memorandum.

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**Risk of changes in regulatory requirements:** Regulations related to blockchain transactions, cryptocurrencies, tokens and related services or standards are still evolving. This may result in the Issuer having to adapt its business model accordingly or modify some of the terms, eligibility criteria, data collection requirements, security standard, or otherwise, as the case may be. This in turn can mean that individual services can no longer be offered, or can no longer be offered in the form presented in this memorandum, or additional costs may arise for adapting the business model. Depending on the token holder's nationality or country of residence (country of domicile) or other relevant factors, there is a risk that regulators and government bodies in other countries may impose additional requirements, reporting obligations, taxation, or specific disclosures for RVW token holders. The token issuer does not guarantee and does not promise that it will take certain measures to remove these potential holding, trading or transaction restrictions.

**Blockchain technology risks:** The type of decentralized blockchain technology is such that it is practically impossible for the token issuer to predict or anticipate the future circulation of the RVW tokens. Even if the token issuer is fully committed to complying with the applicable rules and regulations, e.g. in terms of user identification, AML obligations, trading integrity or security standards, there is no guarantee that potential scammers or criminals would not attempt to buy RVW tokens, which could potentially result in some of the trading partners or token holders trying to use criminal proceeds to purchase RVW tokens or attempt to use the token issuer's services for the purposes of market manipulation, money laundering or other criminal offenses.

**Risk of Losing the Private Key or Password of the External Wallet Services:** When you use an external wallet, you may not be able to access your virtual currency including RVW tokens if you lose your private key or password. RVW and LCX AG will not be able to help you in this case.

**Force Majeure:** There is a risk that your payments for RVW tokens or future transactions with RVW tokens may be affected by system failures resulting from adverse events, natural disasters and other emergencies and unforeseen significant changes in the external environment.

**The funds raised are exposed to risks of theft, online fraud or hacking:** The Token Issuer will make every effort to ensure that the funds received from the investors will be securely held in the Escrow Wallet. Token Issuer will make every effort to ensure that

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the funds received are securely held through the implementation of security measures. Notwithstanding such security measures, there is no assurance that there will be no theft of the cryptocurrencies as a result of hacks, sophisticated cyber-attacks, distributed denials of service or errors, vulnerabilities or defects on the RVW or LCX Website, in the smart contract(s) on the Ethereum or any other blockchain, or otherwise. Such events may include, for example, flaws in programming or source code leading to exploitation or abuse thereof. The private keys to the Escrow Wallet may be compromised and the cryptocurrencies may not be able to be disbursed or accessible. In such an event, even if the token issuance is completed, the Token Issuer may not be able to receive the cryptocurrencies received and may not be able to remit the funds to the RVW Limited for the development of the project.

### 3. Key Information About the RVW Token

#### 3.1. Main features of the RVW Token?

**Description of the type and class of the securities:** RVW tokens are based on the Ethereum Blockchain and represent the proportionate rights to the tokenized bond, which can be categorized as unsecured, unsecuritized derivative instrument under the laws of Liechtenstein and EEA.

**Currency, denomination, number of RVW token issued and term of the RVW tokens:**

The subject of the present Token Offering Memorandum is the public offer by RVW Limited, for the issue of 5'000'000 RVW tokens, to be issued with a maximum term defined at September 30, 2030. The tokenized bond rights are issued with a denomination of \$1.00 USD (one US Dollar). The nominal value is \$1.00 USD (one US Dollar) per bond. The tokenized bond rights are issued against payment to be received in one of the supported cryptocurrency assets: BTC (Bitcoin), ETH (Ethereum), USDC (USD Coin). Amounts received are converted into USD at the respective daily exchange rate, on which basis the number of RVW tokens to be allocated is calculated.

The Issuer is using the official exchange rates as published by the [LCX Price Services at LCX.com](#) and in combination with the [official foreign currency exchange rates by the swiss tax authority](#).

#### **Form and securitisation**

The underlying bond issued by the RVW Limited is not securitised or supported by a dedicated collateral asset. The RVW tokens will represent fractional (on the prorated

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basis, depending on the proportionate amount of the tokens held by the token holder) legal rights of the token holders to receive rewards, returns payback and other contractual rights associated with the bond, as defined in this document. The maximum of 5'000'000 RVW Tokens can be issued.

The holders of the RVW Tokens (the "Token holders") will have the following rights:

**Transfers:** RVW Tokens are transferable, but transfers are limited. All RVW tokens acquired as part of the STO can only be initially transferred to wallets that have been verified on the Purchasing Platform at RoeVWade.com ("Platform"). The verification on the platform involves an extensive registration process - Know Your Customer (KYC) - and a whitelisting of wallet addresses. This functionality will be embedded in the underlying smart contract of the RVW token. A transfer to non-verified wallet addresses will not be possible. As part of a transfer of the RVW token to another person (or to a new address owned by you) the counterparty (wallet holder) must be identified. The seller and the acquirer (or the sender and the recipient) of RVW Tokens must notify the Issuer, via the whitelisting functionality at the user account, in advance of the transfer. The recipient must first have successfully completed the KYC process in order to legally acquire or control the wallet where RVW Tokens are held. A transfer of RVW Tokens outside the Ethereum Blockchain and thus without entry in the Blockchain register is not permitted.

Apart from that, there are no restrictions on the free portability of the tokens. The RVW tokens acquired within the scope of the can potentially be traded in the future on the secondary market, provided that and to the extent that such a secondary market for RVW tokens is formed. However, there is currently no approval of the RVW tokens for trading on a regulated or unregulated market. This can lead to factual restrictions on transferability and restrictions of trading.

**Yield:** During the Term, RVW Tokens target yield is planned at their nominal value of **20% per annum, subject to conditions and limitations layed out in this document.**

The target yield commencement date is the latest of either the November 11th 2020 which is the Terms Commencement date or the value date on which the subscription amount is received by the Issuer and provided that the token holder has been successfully verified and completed all necessary compliance requirements in this

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respect. If the subscription amount arrives before the Term Commencement Date, no interest will be paid between this date and until September 30th 2030.

**Rewards Distributions and Paybacks:** Rewards are expected to be distributed quarterly based on the Quarterly Statements of Proceeds and Rewards for the previous quarter that will be published by the Token Issuer and distributed directly to the token holders in the form of ETH payments. All rewards will be normally paid back in the form of ETH only and to the blockchain addresses where the RVW tokens are held on the day of the distribution or to another address designated by the token holder. As soon as the rewards or payback distributions are announced by the RVW Limited, the rewards will be converted into ETH and then paid back to the token holders from proceeds received by the RVW during the previous quarter. If there are no proceeds, no payment in any form, payback nor yield, will be made. The first quarterly statement is expected to happen about 150 days after the release of the film. Statements and quarterly payments will continue until the token holders are paid back in full plus their 20% yield.

IN CASE THE MOVIE MAY NOT GENERATE PROFITS, NO REPAYMENT AND NO YIELD WILL BE PAID. TOKEN HOLDERS HAVE NO RIGHT TO REQUEST A REPAYMENT, YIELD PAYMENT NOR THE REDEMPTION OF THEIR TOKENS AT ANY TIME.

If there is a Yield to be paid out, the yield will be distributed to Token Holder's ETH wallet or to the token holder account. The Token Issuer (RVW limited) and LCX AG are not liable for any delay.

The period between the closing of the Token Offering and the full payback of the subscription amount, shall constitute the respective "Yield Period" and the "Term". The German interest rate method 30/360 is applied and yield is calculated pro rata, using the official exchange rates and reference prices, published by LCX.

The tokenized bonds have a fixed yield rate from November 11th, 2020 (inclusive) to September 30, 2030 (inclusive). The repayment depends largely on the income and on a sufficient excess of the film and license revenues over the costs of the productions and the other expenses of the issuer. A repayment and the yield may only be paid if the issuer will generate enough profits. The start of yield payments and the date of the repayment is set by the sole discretion of the issuer.

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Once RVW Limited receives returns and revenues from the film proceeds, RVW Limited will use the full amount to distribute the returns plus the accrued yields calculated up to the payout date directly to the token holders in the form of ETH payments. Rewards, target yield and the repayment are USD-denominated and will be paid normally in ETH to holders of RVW Tokens. If for any reason payments in the ETH will become not practical or impossible, the Token Issuer may decide to execute payouts in another ERC20-compatible sufficiently liquid cryptocurrency, however, the fiat denominated value of the rewards will not be impacted.

The Token Issuer and its service provider, LCX AG, reserve the rights to deliver the repayment of the bond principal and/or the rewards payments during the Term in other ERC20-compatible cryptocurrency assets, for example in USDC, in case if the liquidity, stability, blockchain fees or other consideration would make it more convenient, practical or reliable to make such payments in other ERC20-compatible assets, however, the underlying fiat value of the rewards or repayments should not be affected.

“Gross Proceeds” shall mean all nonrefundable, gross proceeds actually received by or credited from the US domestic distribution (including outright sales), exhibition and/or other exploitations of the Picture in any and all media now known or hereafter devised in perpetuity and from the exercise of all related subsidiary rights (such as merchandising, soundtrack, music publishing, and literary publishing).

“Last Money In, First Money Out principle.” The Gross Proceeds in connection with the Picture shall be payable in the following order of priority: First, solely from the United States Theatrical Gross Proceeds on a pro-rata, pari passu basis, to all token holders for the Investment and Investment Return as outlined in the Token Offering Memorandum. This means that as long as RVW Limited remains solvent and operational, RVW token holders will be the first group of its creditors to receive the rewards and payouts. If, however, RVW Limited becomes subject to the bankruptcy proceedings, the general bankruptcy and liquidation rules will apply.

**Term and Termination:** The term starts on the day when the public offer of the RVW token has been effectively accepted by the token buyer or on November 11th 2020, whichever is later. Once the token subscription amount plus yield has been fully paid back the term will end. Whether or not repayments and yield payments have been done, the end of term is September 30, 2030. Token holders have no ordinary termination

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right. The token holder does not have the right to request the redemption (repayment) at any specific time and does not have the right to terminate or enforce any payment. The tokenized bonds cannot be properly prematurely terminated by the bondholders. The issuer is entitled to terminate the tokenized bonds in full or in part at the end of the quarter, subject to a one-month notice period, for the first time on October 1, 2021, and to repay the early repayment amount early. The issuer can also refinance the tokenized bonds, e.g. through another bond issue, loan, or in any other way.

**Transformation of RVW Token into Crypto Collectible:** At the End of Term, the RVW Tokens will have no value and the obligations in accordance with the bond are fulfilled. The RVW Token will be transformed into a “crypto collectible” without any intrinsic value or other associated rights. While the Ethereum smart contract cannot be changed, RVW in partnership with LCX will simplify the process of transferring the RVW Tokens and enable new features at LCX.com.

### **3.2. Where will the RVW Tokens be traded?**

There is currently no admission to trading on a regulated or unregulated market, which can represent a de facto restriction of tradability. The Token Issuer plans to offer the RVW tokens for a certain period of time exclusively on the future marketplace of LCX AG at LCX.com as soon as the relevant legal and regulatory licenses and permissions have been obtained, however, there is no assurance when such permissions or authorizations may be granted.

### **3.3. Is there a guarantee attached to the tokens and associated rewards?**

Neither RVW Limited, nor LCX AG nor any third party will provide any assurances or guarantee to the token holders for their rights under these terms, either now or in the future.

### **3.4. What are the key risks that are specific to the tokenized bond?**

Each potential investor in the RVW tokens has to decide independently whether the investment in them is suitable for them. In particular, every investor should:

- have sufficient knowledge and experience to be able to actually assess the RVW tokens and the advantages and risks of investing in them and the information provided in this Token Offering Memorandum and on the website at [RoeVWade.com](http://RoeVWade.com);

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- have sufficient funds and liquidity to be able to bear all the risks associated with this investment, if necessary;
- fully understand the terms of this Token Offering Memorandum (in particular the description of rights, obligations and risks included in this Token Offering Memorandum) and have adequate knowledge of trends and the development of relevant indicators or the financial market; and
- alone or with the support of a financial advisor, be able to consider possible scenarios of trends in the economy, in relation to interest rates and other factors that may influence the investment into the RVW tokens, as well as the ability of the investor to take possible risks.

Furthermore, it is recommended that investors generally have in-depth knowledge and experience in relation to film productions, film rights and the functionalities of blockchains, smart contracts and cryptographic tokens before subscribing or acquiring RVW tokens in accordance with this Token Offering Memorandum or acquire this knowledge prior to buying the RVW token. The investor bears the risk that an investment in the RVW token may not be appropriate for him/her.

**Risk of blockchain-based wallets:** the Token holder alone bears the risk in case of storing the RVW Tokens outside of the purchasing platform, for example, the risk of the reliability of the third party wallet provider and the location of their private keys. If an incompatible wallet is used or if the private key is lost, access to the RVW Tokens may be impossible. The consequences, such as the total loss of the investment, must be borne solely by the token holder and investor. When issued, RVW tokens are allocated to the respective ETH addresses of the investors, as are payments to RVW token holders in the respective cryptocurrencies to the previously announced ETH address of the token holder.

It is the sole responsibility of every investor to keep their access credentials and sensitive data (e.g. password recovery information) safe. If your credentials or sensitive data is lost or stolen or compromised, you may irretrievably lose all access to the tokens and assets deposited at the address in question, and RVW Limited and LCX AG will not be able to help you. RVW Limited and LCX AG cannot restore, "reset" or reissue these access codes in its function as the issuer of the RVW token or as the operator of the software.



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**Currency risk, exchange rate risk, volatility:** The issue currency of the underlying bond is USD. RVW Tokens may also be acquired in BTC, ETH and USDC. The yield payments may also be conducted in ETH and potentially in other cryptocurrencies. When exchanging from one crypto currency into another cryptocurrency or fiat currency and vice versa, the investor incurs transactional costs. There is an exchange rate risk in all possible currencies, including ETH, BTC, or USD. For example, if the interest is calculated with the reference to the USD value and paid in ETH and then the investor immediately changes their rewards back into USD at any third party exchange, the risk of additional fees and conversion costs is possible. Cryptocurrencies - including ETH and BTC - are subject to extremely high volatility. Their value results solely from supply and demand on the market. Accordingly, token holders are exposed to strong price fluctuations.

**Risk of theft:** Smart contract systems as a whole, including the RVW tokens, the websites and other technological components for or in connection with the issuance or maintaining of tokens in accordance with the provisions of this Token Offering Memorandum, can be exposed to hacker attacks, leading to the theft or loss of tokens, which investors have already been assigned. Such attacks can also result in the theft or loss of ETH, BTC or USDC that have been paid in to purchase RVW tokens - before or after token allocation to investors. The loss of paid-in ETH, BTC and / or USDC may result in the RVW Limited not being unable to generate sufficient capital for the film distribution and marketing to fund the project and deliver any rewards or pay back the initial investment contributed.

**Complexity:** The RVW tokens issued on the basis of this Token Offering Memorandum are to be seen as complex financial instruments. An investment in RVW tokens should not be made without a professional assessment (which the investor should make alone or with the support of a financial advisor) on how this investment affects the overall portfolio of a potential investor. The investor bears the risk that an investment in RVW tokens may not be appropriate for him or her.

**Risk of limited liquidity:** The RVW tokens are transferable to a limited extent from the date of issue. In addition, RVW tokens are not yet admitted to trading on any regulated or unregulated market. Token holders have no right to request the redemption of their tokens at any time. There is no guarantee that a market for trading RVW tokens will actually develop and will remain in place. There is a risk that RVW tokens will not have

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an active and continuous secondary market, which may result in the token holder not being able to sell the RVW tokens at a certain time or at the desired price.

**Risk of incomplete repayment of the investment amount:** RVW Limited is generally committed to distribute the proceeds from the film distribution to the token holders, as outlined earlier in this document, however there is a risk that the repayment and yield will be less than the token holder's investment.

**Risk of lack of success:** The issuance of tokens as described in this Token Offering Memorandum and the planned business activities of the RVW Limited can be stopped for a variety of reasons, e.g. due to lack of interest from investors, lack of funds, lack of commercial success or prospects (e.g. due to competing projects). There is therefore no certainty or guarantee that the value of the RVW tokens will increase or be retained and that the repayment and yield payments may occur.

## 4. Key Information About the Public Offering of the RVW Tokens

### 4.1. Key Terms

The total net proceeds of the offer may amount to a maximum of \$ 5'000'000.00 US Dollar (five million US Dollar).

**Project description:** The commercial background for issuing of RVW Tokens is to finance the costs associated with the film "Roe V. Wade". The film production is already completed, but additional financing will enable the film company RVW Limited to execute their distribution and marketing plans. The TT Service Provider, LCX AG, receives a performance fee of 7% of the total crypto currencies raised during the token offering. Furthermore LCX will charge an agio of 3%, payable in LCX utility token or ETH, at every token purchase transaction.

The rewards and returns are expected to be paid from the US domestic gross proceeds received in connection with the picture.

Token holders may receive additional non-financial benefits, including the opportunity to be invited to the movie premiere events as RVW Limited will see fit. Special communication in regards to additional non-financial benefits will be announced to the Token holders using communication preferences defined during the token sale registration process.

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The RVW Tokens are issued by RVW Limited. RVW Limited has engaged LCX AG as the exclusive TT Service Provider to carry out due diligence (KYC, AML), token generation, wallet whitelisting, to maintain token owners list and to perform other ancillary and technical tasks related to the token offering.

**Legislation and applicable jurisdiction:** The RVW tokens have been generated and issued under the laws of the Principality of Liechtenstein.

**Issue Price:** The issue price is \$ 1.00 USD, one US Dollar, (the “Issue Price”).

**Target Yield:** 20.00% per annum. These yield and return on investment is expected to be paid back from the proceeds from domestic and worldwide sales of Roe V. Wade film.

IN CASE THE MOVIE DOES NOT GENERATE PROFITS, NO REPAYMENT AND NO YIELD WILL BE PAID.

**Repayments:** Rewards are expected to be distributed quarterly based on the **Quarterly Statements of Proceeds and Rewards** that will be published by RVW Limited. Once RVW Limited receives any profits or returns from the previous quarter, RVW Limited will use these amounts to distribute the returns and the accrued yields calculated up to the payout date directly to the token holders in the form of ETH payments.

The first quarterly statement is expected to come about 150 days after the release of the film.

Statements and quarterly payments will continue until the RVW Token Investors are paid back in full plus their 20% annualized yield.

Rewards, target yield and the repayment are USD-denominated and will be paid normally in ETH to holders of RVW Tokens. If for any reason payments in the ETH will become not practical or impossible, the Token Issuer may decide to execute payouts in another ERC20-compatible sufficiently liquid cryptocurrency, however, the fiat denominated value of the rewards will not be impacted.

**Gross Proceeds:** “Gross Proceeds” shall mean all nonrefundable, gross proceeds actually received by or credited from the US domestic distribution (including outright sales), exhibition and/or other exploitations of the Picture in any and all media now

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known or hereafter devised in perpetuity and from the exercise of all related subsidiary rights (such as merchandising, soundtrack, music publishing, and literary publishing).

**Last Money In, First Money Out principle.** The Gross Proceeds in connection with the Picture shall be payable in the following order of priority: First, solely from the United States Theatrical Gross Proceeds on a pro-rata, pari passu basis, to all token holders for the Investment and Investment Return as outlined in the Token Offering Memorandum. This means that as long as RVW Limited remains solvent and operational, RVW token holders will be the first group of its creditors to receive the rewards and payouts. If, however, RVW Limited becomes subject to the bankruptcy proceedings, the general bankruptcy and liquidation rules will apply.

**Subscription Minimum and Maximum:** The minimum subscription amount is \$1'000 USD, subscription payment will be made in equivalent cryptocurrency.

**Token Generation and Burn:** 5 Million RVW tokens will be generated and offered. Any unsold tokens will be burned and destroyed.

**Subscription period:** The period during which investors will be able to make their purchase offers for RVW Tokens is expected to begin on November 11th 2020. The Subscription Period automatically closes once the maximum amount of 5'000'000 tokens have been subscribed for. The Subscription Period can be ended by the issuer at any time. The subscription period will automatically end on October 31st 2021 the latest. On the last day of the Subscription period, purchases may be made until 12:00 noon Liechtenstein (CET) time.

**Minimal Required Contribution:** The minimal required contribution is set at the value of 1 million U.S. dollars. If the minimal amount of contributions is not reached by the end of the subscription period, all amounts previously contributed will be returned to the original blockchain addresses within 3 business days after the end of the subscription period (less any applicable blockchain transaction fees).

**Delivery and Settlement:** Subscription and Purchase of RVW Token  
The users who would like to purchase the RVW Token have to register at the purchasing platform at [RoeVWade.com](http://RoeVWade.com) and verify their account.

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**Onboarding and Requests to Purchase RVW Tokens:** For purposes of the Offering, RVW Limited will make available a web-based portal where potential investors may purchase RVW Tokens as a part of this Offering. The purchasing portal will be provided by the TT Service Provider, LCX AG, at the web address of [RoeVWade.com](http://RoeVWade.com) and will be the exclusive venue for purchasing RVW Tokens in this offering

**Onboarding Potential Purchasers:** The onboarding process will be conducted through the Purchasing Portal in the same manner and use the same KYC/AML procedures and other credential requirements applicable when onboarding customers to verified accounts. We anticipate that the process for onboarding will take up to 30 days. Purchasers will not be able to place orders for RVW Tokens through the Purchasing Portal prior to completing KYC/AML procedures and verification approval of the user. Each user needs to verify their ownership of the third party wallet in order to receive their RVW tokens. The user must own and manage this third party wallet directly. No involvement is required from LCX and LCX does not have access to private keys nor other information.

**Whitelisting of Wallets:** RVW maintains a Whitelist Database to validate decentralized transfers of the RVW Token. The Whitelist Database is a database stored on the data section of the RVW Token smart contract. The Whitelist Database contains a record of information about individuals (users) that have satisfied the KYC/AML compliance procedures and thus are eligible to hold RVW Tokens in their designated wallets. Such information includes the digital wallet address and a KYC Reference ID linking to KYC filing information. Users will be able to add wallet addresses to the Whitelist Database via RVW's platform.

**Note:** Upon KYC/AML approval, a potential investor may place an order for a certain quantity of RVW Tokens by entering the desired amount into the Purchasing Portal and selecting the desired method of payment. The Purchasing Portal will then prompt the potential investor to provide the public wallet address of the Ethereum wallet that the potential investor has designated to receive the RVW Tokens. This wallet will be connected and associated to a specific user account. This way a real-time register of RVW Token holders will be maintained. The individual details and the list of purchasers will only be accessible to the Token Issuer and its service provider. Via the public website Etherscan, anybody may be able to see the blockchain transactions for whitelisted wallets of each user, but the personal information of the wallet owners will not be visible publicly. A POTENTIAL INVESTOR MUST HAVE SOLE CONTROL OVER

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THEIR ERC20 COMPATIBLE ETHEREUM WALLET PROVIDED FOR THE OFFERING. FAILURE TO PROVIDE A COMPATIBLE WALLET MAY RESULT IN A LOSS OF A POTENTIAL INVESTOR'S FUNDS.

**Token Holder Registry:** LCX maintains the RVW Registry on behalf of the client, which is composed of (1) the name and user number (Reference ID) for KYC data associated with each digital wallet; and (2) the digital wallet addresses and the balance of RVW Tokens in each wallet address. The RVW Registry is updated by downloading and decrypting the names, user number (Reference ID) for KYC data and associated digital wallet addresses from the Whitelist Database and combining that information with the digital wallet addresses and the balance of RVW Tokens in each wallet address that is recorded on the RVW Token Distributed Ledger. The RVW Token Distributed Ledger records transfers and holdings per wallet address. The RVW Registry however, is an internal list of the identities of each record holder, the digital wallets addresses they own and the amount of RVW Tokens held by each record holder. Thus, the purpose of the RVW Registry is to maintain a list of RVW Token holders identity, updated on an ongoing basis.

Before the investor executes the RVW Token purchase, the investor will be prompted to submit payment either by (i) Bitcoin BTC, (ii) Ethereum ETH or (iii) USD Coin USDC.

**LCX AG Remuneration, associated costs and agio.** The expected total costs of the RVW token offering amounting to 7%, or up to \$350'000.00 USD, will be charged by LCX AG to RVW Limited and will be covered from the proceeds of the token offering. LCX AG, will also charge its client RVW Limited an agio per token purchase / token sale as a processing fee of 3%. This processing fee may be paid by token purchaser in the chosen cryptocurrency or via a payment with the LCX utility Token.

**Eligibility to participate in the RVW Token Offering.** Investors domiciled in Afghanistan, Burma/Myanmar, China, Crimea Region, Cuba, Kosovo, Eritrea, Ethiopia, Iran, Iraq, Lebanon, Libya, North Korea, Palestinian Territory and Gaza Strip, Somalia, South Sudan, Sudan, Syria, Venezuela and Yemen will NOT be able to participate in the RVW token offering.

**Investors from the United States:** Investors domiciled in the United States will have limited rights of subscription due to Rule 504 of Regulation D. Investors domiciled in the United States have to be accredited investors and have to subscribe to a minimum of \$10'000 USD. The RVW tokens offering is facilitated under exemption from the

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registration requirements of the federal securities laws as under Regulation D Rule 504 at the United States Securities Act of 1933 (the "Securities Act"). The total offering to Investors domiciled in the United States is limited to \$1'000'000 USD. This means a total maximum of one million U.S. Dollars will be accepted during this offering from US investors. All RVW Tokens sold to US based investors will have an automatic restriction where all transfers will not be allowed and will be blocked for **12 months after subscription.**

**Limitations:** The token offering is only available for natural persons. Companies, funds, institutions or other legal entities are not allowed to participate in this transaction. The Token Issuer may reject any subscription application in whole or in part without giving reasons. In this case, the subscriber will be informed in writing via dashboard at the purchasing portal and via email of the rejection of his subscription. Subscription amounts paid in by the subscriber that don't result in the token purchase will be refunded. No interest will be accrued.

**Registration:** All potential token holders have to register at [RoeVWade.com](http://RoeVWade.com) and have to be verified before they can subscribe to the RVW tokens in accordance with applicable AML and due diligence requirements in Liechtenstein.

## 5. About the film **Roe V. Wade**

Roe v. Wade is a new feature film, an American political legal drama movie, about a true story.

"This is the most important movie to be made in our generation."

### 5.1. Synopsis

Dr. Bernard Nathanson and Dr. Mildred Jefferson square off in a national battle in this untold conspiracy that led to the most famous and controversial court case in history.

It all started with a woman named Margaret Sanger. She was the founder of Planned Parenthood. Her initiative was called the Negro project, and as she gives a speech in the movie at a KKK rally, she describes her intentions to reduce the growth of African American population in the US. Dr. Bernard Nathanson, the most famous abortionist of those times, then joins the cause. They all then recruit feminist Betty Friedan to join their team. They search the country to find a pregnant girl they can use to sue the

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government for her right to have an abortion. The film characters find the perfect “pawn”: a broke girl with a 10th grade education named Norma McCorvey. She is now famously known as “Jane Roe.”

We watch on as Norma sues Henry Wade, the district attorney of Dallas County. Roe v. Wade is born. Now that they finally had it in the courts, they had to get the Justices to vote their way, so they fed fake polls and fake statistics to the media. This is when Bernard and Betty with Planned Parenthood even brought Hollywood on board getting them to do TV shows and movies about abortion. This was all done to influence public opinion and manipulate the courts.

But there were a few people willing to step up to fight them. This fight is led by the film’s protagonist Mildred Jefferson, the first African American woman to graduate from Harvard Medical School. She joined the Catholics, other men, and other women, to try to educate Americans on the truth, but they were up against the most well-funded revolution in 20th century America.

Link to Film Trailer: <https://www.youtube.com/watch?v=izCgBtGF-hc>

### **5.2. Cast and Executive Producers**

The cast includes Jon Voight, John Schneider, Steve Guttenberg, Robert Davi, Corbin Bernsen, Greer Grammer, Jamie Kennedy, Stacey Dash, Joey Lawrence, Tom Guiry and more.

#### **DR. ALVEDA KING - EXECUTIVE PRODUCER**

Dr. Alveda King is an activist, author and former state representative for the 28th District in the Georgia House of Representatives. She is a niece of civil rights leader Martin Luther King, Jr. She is a Fox News Channel contributor. King has been a pro-life speaker since 1983 and often speaks on college campuses about abortion issues and her personal experiences with abortion. King had two abortions and attempted to get a third one. She joined the pro-life movement, pushing to offer women alternatives to abortion.

#### **TROY DUHAN - EXECUTIVE PRODUCER**

Troy is Executive Producer of the movie series “God’s Not Dead” and is the owner of four Christian Music Festivals; Creation Northeast, Creation Northwest, Creation Festival Sunshine and Creation Festival Ichthus. Troy Duhon is the owner and operator



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of Premier Automotive which consists of twenty-one automobile dealerships across the United States. In October of 2013, he and his wife, Tracy, founded Giving HOPE Foundation, and opened The Food Pantry of New Orleans.

### **CATHY BECKERMAN - PRODUCER | WRITER | DIRECTOR**

Mrs. Beckerman is an independent film producer and writer. She previously served as Head of Production of Big Picture, leading all elements of development to delivery for a slate of privately financed and studio released pictures. Most recently, she produced Alien Abduction, a Sci-Fi thriller with Lawrence Bender, overseeing the film from script development into physical production. She has also produced Paul Scheuring's The Experiment starring Adrien Brody and Forest Whitaker and Stephen T. Kay's thriller Isolation. Prior to her work in film, Beckerman served as an executive at Bulletproof Recording Company, a leading film soundtrack and music supervision company.

### **NICK LOEB - PRODUCER | WRITER | DIRECTOR**

Mr. Loeb began his career at Universal Studios focused on M&A in corporate development and then in motion picture finance. He is the son of John Langeloth Loeb Jr., and scion of both the Loeb family and Lehman family. His first feature film, Primary Colors directed by Mike Nichols and starring John Travolta. Mr. Loeb then began the International Production Company (IPC), producing The Smokers (2000) with executive producer Quincy Jones. IPC went on to partner with Barbara Streisand to produce five episodes of the award winning documentary, called The Living Century (2001). Since then he has worked on several films over the last 18 years, with stars like Bruce Willis, Billy Bob Thornton, Kathy Bates, Gerard Butler, Tyson Beckford, Billy Zane and Sean Astin, among many others.

## **6. Taxation of Token Holders**

The following is a general description of certain tax considerations relating to the purchasing, holding and disposing of RVW Tokens. It does not purport to be a complete analysis of all tax considerations relating to the RVW Tokens. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular Token holder or any other party. It is therefore not intended to be, and should not be construed to be, legal or tax advice to any particular token holder or any other party. The discussions that follow for each jurisdiction are based upon the applicable laws in force and their interpretation on the date of this Token Offering Memorandum. These tax laws and interpretations are subject to change that may occur after such

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date, even with retroactive effect. It is the own and sole responsibility of the Subscriber or Token holder to assess the tax consequences of an ownership or transfer of RVW Tokens or the potential repayment or yield payments for RVW Tokens by the Token Issuer and to fulfill all tax related obligations (e.g. tax declaration and tax payment) resulting from such ownership, transfer or a potential repayment of RVW Tokens by the Token Issuer. Prospective purchasers are advised to consult with their own tax advisers concerning the comprehensive tax consequences of their ownership of Tokens in all relevant jurisdictions. No information provided in this Token Offering Memorandum and/or on the Issuers website constitute tax advice which could lead to any form of responsibility or liability by the Issuer by any means.

### **6.1. Tokenholders resident in Liechtenstein**

Individual investors are regarded as resident in Liechtenstein if they are residing within Liechtenstein with the intention of staying permanently (i.e. domicile in Liechtenstein). In addition, individuals with habitual abode within Liechtenstein are deemed resident for tax purposes if they are residing in the country for more than six consecutive months. For individual investors domiciled in Liechtenstein, the ownership in RVW Token is subject to property tax and realized interest income and capital gains from RVW Tokens are not subject to taxation due to the fact that such income is covered by the property tax.

### **6.2. Tokenholders resident abroad (outside Liechtenstein)**

Non-resident individual investors should not be treated as tax residents of Liechtenstein just because of purchasing, holding or selling RVW Tokens and accordingly neither capital gains nor any income which may be generated by a non-resident individual investor should be subject to taxation in Liechtenstein.

### **6.3. Other Jurisdictions**

The obligations in connection with the taxation and other tax effects for an investor from purchasing, holding or selling RVW Tokens or receiving income on RVW Tokens essentially depend on the tax legislation in the country(ies) in which the investor establishes a tax residency. For this reason, each (potential) investor is advised to get advice from a professional tax advisor/tax expert/tax lawyer on all relevant tax obligations which might result from the purchase, holding and sale of RVW Tokens and income on RVW Tokens for all relevant tax jurisdictions. The Token Issuer or other involved parties decline any liability and/or responsibility for the concrete tax

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obligations of the investor resulting from the purchase, holding or sale of RVW Tokens or receiving income on RVW Tokens. With the acquisition of the RVW Tokens the investor confirms that he is the only person that is exclusively responsible for the fulfillment of all and any tax obligations resulting from such investment on the investors level.

### **6.4. Information Exchange Rules (e.g. FATCA / CRS)**

Pursuant to the prevailing rules relating to FATCA, CRS, and any similar current or future legislation, regulation or guidance enacted, promulgated or issued by any jurisdiction, tax authority or international organisation which implements or seeks to implement a similar tax reporting and/or tax withholding regime or any related intergovernmental agreement ("Information Exchange Rules"), the Issuer may be required to disclose information in relation to the Investors to national or international authorities. Each Investor will be required to provide information to the Issuer so that it is able to comply with the documentation and reporting requirements under applicable Information Exchange Rules and any associated legislation and/or regulations, and if an Investor fails to provide such information, such Investor may be required to bear the costs of non-compliance or may be rejected or withdrawn as an Investor in RVW Tokens. Additionally, the Token Issuer will have full authority to take any steps as it determines in its sole discretion are necessary or appropriate to mitigate the consequences to the other Investors of a non-complying investor's failure to provide information. With the acquisition of the RVW Tokens the investor accepts and agrees, that his personal data and the financial data in connection with this investment may be forwarded to national and foreign (tax) authorities as governed by the applicable legal regulations in connection with such Information Exchange Rules.

### **6.5. Withholding Taxes at Source in Liechtenstein**

Currently there is no Liechtenstein withholding tax at source on dividends or interest income.

## **7. Purchasing RVW Tokens**

### **7.1. Documents and Publication**

RVW Limited will be publishing additional, more detailed information about the RVW Token Offering, the movie and all other relevant updates, at a website, owned and operated by RVW Limited.

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More specifically, at this website RVW Limited will also publish

- The Security Token Offering Memorandum and Terms for the RVW Token
- The Key Information Sheet (in German - "Basisinformationsblatt")
- Explanation on how to buy the RVW Token

## **7.2. Token Generation**

RVW Limited has engaged LCX AG as its Service Provider to develop and program the smart contract for the RVW Token. LCX has developed an extended token standard based on Ethereum which also supports whitelisting of user wallets.

- RVW Limited has created a new and dedicated wallet, owned and operated by RVW Limited to hold all RVW security tokens. RVW Limited has informed LCX about the wallet address in writing.
- LCX has developed the technical code for the RVW Token.
- LCX will trigger the Token Generation Event with direct distribution to the wallet owned and operated by RVW Limited wallet.

## **7.3. RVW Token Standard**

The RVW Token is an ethereum blockchain based asset that is programmed using a smart contract. The RVW Token are based on a custom token standard developed by LCX to provide several compliance features and functionalities. RVW Tokens are held in Ethereum wallets. The holder of such wallet may use the wallet's private key to transfer the RVW Token to the public address of another Ethereum wallet. References to the RVW Token in the Registration Statement also refer to the rights of the RVW Token holder, which are contractual rights set forth in the RVW Token purchase terms of service and security token offering memorandum.

The RVW Token allows for decentralized, peer-to-peer transfers. The holder of an RVW Token may use their Ethereum wallet's private key to transfer the RVW Token to the public address of another Ethereum wallet.

However, transfers of RVW Tokens are executed by the RVW Token smart contract under conditional permission that the wallet addresses of both the sender and receiver of RVW Tokens are listed on the Whitelist Database. The RVW Token smart contract will verify that both the sender and the receiver wallet addresses are included in the Whitelist Database prior to approving or rejecting the transfer. If either the sender or

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receiver wallet address is not listed in the Whitelist Database, the smart contract rejects the transfer and the distributed ledger is not updated. If both the sender and receiver wallet are listed in the Whitelist Database, the RVW Token Distributed Ledger is updated to reflect the transfer of RVW Tokens.

### **7.4. Subscription and Purchase of RVW Token**

The users who would like to purchase the RVW Token have to register at the purchasing portal and verify their account.

### **7.5. Registration and KYC Compliance**

#### **Onboarding and Requests to Purchase RVW Tokens:**

For purposes of the Offering, RVW Limited will make available a web-based portal where potential investors may purchase of RVW Tokens in this Offering. The Purchasing Portal will be provided by LCX AG for RVW Limited and will be the exclusive venue for purchasing RVW Tokens in this offering.

**Onboarding Potential Purchasers:** The onboarding process will be conducted through the Purchasing Portal in the same manner and use the same KYC/AML procedures and other credential requirements applicable when onboarding customers to a verified LCX account. We anticipate that the process for onboarding may be within 24 hours, but in special cases may take up to 30 days. Purchasers will not be able to place orders for RVW Tokens through the Purchasing Portal prior to completing KYC/AML procedures and the full verification of the user.

Each user needs to verify their third party wallet where RVW tokens can be deposited. It is required that this third party wallet is managed by the user directly. No involvement is required from RVW or LCX and RVW or LCX will not have access to private keys for this wallet.

### **7.6. Whitelisting of Wallets**

RVW maintains a Whitelist Database to validate decentralized transfers of the RVW Token. The Whitelist Database is a database stored on the data section of the RVW Token smart contract. The Whitelist Database contains a record of information about individuals (users) that have satisfied the KYC/AML compliance procedures and thus are eligible to hold RVW Tokens in their designated wallets. Such information includes

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the digital wallet address and a KYC Reference ID linking to KYC filing information. Users will be able to add wallet addresses to the Whitelist Database via RVW's platform.

**Note:** Upon KYC/AML approval, a potential investor may place an order for a certain quantity of RVW Tokens by entering the desired amount into the Purchasing Portal and selecting the desired method of payment. The Purchasing Portal will then prompt the potential investor to provide the public wallet address of the Ethereum wallet that the potential investor has designated to receive the RVW Tokens. This wallet will be connected and associated to a specific user account. This way a real-time register of RVW Token holders will be maintained. The individual details and the list of purchasers will only be accessible to the Token Issuer and its service provider. Via the public website Etherscan, anybody may be able to see the blockchain transactions for whitelisted wallets of each user, but the personal information of the wallet owners will not be visible publicly. A POTENTIAL INVESTOR MUST HAVE SOLE CONTROL OVER THEIR ERC20 COMPATIBLE ETHEREUM WALLET PROVIDED FOR THE OFFERING. FAILURE TO PROVIDE A COMPATIBLE WALLET MAY RESULT IN A LOSS OF A POTENTIAL INVESTOR'S FUNDS.

### 7.7. Token Holder Registry

LCX maintains the RVW Registry on behalf of the client, which is composed of (1) the name and user number (Reference ID) for KYC data associated with each digital wallet; and (2) the digital wallet addresses and the balance of RVW Tokens in each wallet address. The RVW Registry is updated by downloading and decrypting the names, user number (Reference ID) for KYC data and associated digital wallet addresses from the Whitelist Database and combining that information with the digital wallet addresses and the balance of RVW Tokens in each wallet address that is recorded on the RVW Token Distributed Ledger. The RVW Token Distributed Ledger records transfers and holdings per wallet address. The RVW Registry however, is an internal list of the identities of each record holder, the digital wallets addresses they own and the amount of RVW Tokens held by each record holder. Thus, the purpose of the RVW Registry is to maintain a list of RVW Token holders identity, updated on an ongoing basis.

Before the investor executes the RVW Token purchase, the investor will be prompted to submit payment either by (i) Bitcoin BTC, (ii) Ethereum ETH or (iii) USD Coin USDC.

### **7.8. Purchase Process of RVW Token**

Upon KYC/AML approval, a potential investor may place an order for a certain quantity of RVW Tokens by entering the desired amount into the Purchasing Portal and selecting the desired method of payment. **The Purchasing Portal will then prompt the potential investor to provide the public wallet address of the Ethereum wallet that the potential investor has designated to receive the RVW Tokens.**

The potential investor will then be presented with a summary of the RVW Token purchase with the terms of purchase, including: (i) the number of RVW Tokens to purchase; (ii) the aggregate price of such RVW Tokens expressed in U.S. Dollars; (iii) the fees to be paid for the purchase (v) the Ethereum wallet that the potential investor has designated to receive the RVW Tokens. The investor will then be prompted to confirm that the purchase information is correct and to execute the purchase. Investors will be able to view all transactions (purchases) in a separate section of the purchase portal.

Before the investor executes the RVW Token purchase, the investor will be prompted to submit payment either by (i) Bitcoin BTC or (ii) Ethereum ETH.

### **7.9. Creating an Ethereum Digital Wallet Address**

To participate in the offering and receive RVW Tokens, a potential investor must open a wallet on an Ethereum wallet website or wallet app - outside and without involvement of the LCX and RVW. Generally, to open a wallet the potential investor will be required to create a strong password and record a 12 or 24-word passphrase, which is sometimes referred to as the "recovery phrase." Not all digital wallets support ERC20 blockchain assets, such as the RVW Token, and certain digital wallets may not be compatible with the Ethereum blockchain related token smart contracts. Digital wallets supporting ERC20 blockchain assets follow a list of standards so that ERC20 tokens can be successfully transferred among compatible wallets. Therefore, the potential investor must confirm that the address provided is associated with a digital wallet that is compatible with and supports ERC20 blockchain assets.

The potential investor will be prompted to agree that they have a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of purchasing the RVW Tokens using a digital wallet.

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A POTENTIAL INVESTOR MAY NOT PARTICIPATE IN THE OFFERING BY PROVIDING AN ETHEREUM WALLET ADDRESS FROM ANY CRYPTOCURRENCY TRADING PLATFORM.

Compatible ERC20-compliant wallets may currently be generated at websites operated by MetaMask and MyEtherWallet for example.

A POTENTIAL INVESTOR MUST HAVE SOLE CONTROL OVER THE ERC20 COMPATIBLE ETHEREUM WALLET PROVIDED FOR THE OFFERING. FAILURE TO PROVIDE A COMPATIBLE WALLET MAY RESULT IN A LOSS OF A POTENTIAL INVESTOR'S FUNDS.

The potential investor submitting an ERC20 compatible wallet will be prompted to agree and represent that they have sole control over the private keys to such wallet. Further, except as expressly permitted by RVW Limited and LCX, each potential investor (and each subsequent assignee of RVW Tokens) is prohibited from transferring rights or access to an Ethereum wallet once that wallet has been added to the Whitelist Database.

### **7.10. Custody and Distribution**

After execution of the RVW Token purchase. The Ethereum wallet that the purchaser has designated to receive the RVW Tokens will be included in the Whitelist Database.

RVW Limited is holding all generated RVW Tokens directly at their own ethereum wallet. RVW Limited has full control over the erc20 compatible ethereum wallet used for the offering.

After the purchase the RVW Tokens will be transferred directly from the RVW Limited Wallet to the purchaser's designated Ethereum wallet. The distribution will be triggered by the purchase portal, will be executed immediately, and recorded in the distributed ledger within a few minutes after executing the purchase.

Steps and Process:

- RVW Limited is owner of the RVW Limited Wallet where all RVW Token are held.
- Following a legitimate purchase order, the system will trigger the functionality of delivering the purchased RVW Tokens directly to the purchaser's wallet. The distribution will happen directly to the wallet, which the user has designated during the whitelisting and purchase order process. This designated wallet must



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be a private wallet directly managed by the user and must not be a part of RVW or LCX platform.

- The purchase and ownership transfer will be happening directly between RVW Limited and the token purchaser.

## **TERMS AND CONDITIONS OF RVW TOKEN OFFERING**

The following Terms and Conditions (“Terms”) govern the RVW Token Offering (“TO”) by the RVW Limited (the “Token Issuer” and the underlying “Bond Issuer”) whereby the Token Issuer will be transferring to you (the “Token Recipient”) certain cryptographically-secured rights in the form of digital assets (“RVW Tokens”), as defined below, in exchange for consideration received, as defined below. The Token Recipient, and the Token Issuer shall hereinafter be referred to as “Parties”.

PLEASE READ THE FOLLOWING CAREFULLY

BY ACCEPTING THESE TERMS OR RECEIVING ANY RVW TOKENS, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY REVIEWED THESE TERMS AND FULLY UNDERSTAND THE RISKS, COSTS, AND BENEFITS OF PURCHASING RVW TOKENS. IF YOU ARE IN ANY DOUBT AS TO THE NATURE OF THIS TOKEN ISSUANCE, THE RISKS INVOLVED OR THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL ADVISOR. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCEPT THESE TERMS, DO NOT TRANSFER ANY CONSIDERATION TO THE ESCROW WALLETS OR AGREE TO RECEIVE ANY RVW TOKENS.

The headings in these Terms and the sequence of sections and paragraphs shall not be taken into account in construing these Terms. Unless the context otherwise requires, words (including words defined herein) denoting the singular only shall include the plural and vice versa.

The PARTIES agree as follows:

### **1. INTRODUCTION AND SCOPE**

1.1 Unless otherwise stated, these Terms shall govern the event of generation and distribution of RVW tokens from the Token Issuer to the Token Recipient during the Subscription Period.

1.2 RVW Tokens are issued by the RVW Limited, a company incorporated in the Republic of Seychelles, where it is registered with the Commercial register under registration Number 222444, with the seat and correspondence address at Unit117, Orion Mall, Palm Street, P.O. Box 828, Victoria, Mahe, Seychelles.

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RVW Tokens represent legal rights of the token holders to the respective share in a debt instrument, issued by the RVW limited in a form of a bond with a total face value of 5 (five) million U.S. dollars. Each RVW token represents legal rights equal to the US \$ 1 dollar face value or  $1 / 5'000'000$  of the total value of the bonds issued and will grant to the token holders full legal and contractual rights and obligations associated with the bond/s. More specifically, each token will grant to its holder a contractual right to receive future income generated by the RVW film distribution activities and also to receive back the nominal face value of the tokens in line with the terms and conditions outlined in section 4 of this document.

The RVW Tokens are generated by LCX AG on behalf of its client RVW Limited in accordance with the Liechtenstein Token and Trusted Technology Service Provider Act (TVTG) or "The Blockchain Act". The name of the tokens are "RVW" Tokens ("RVW Tokens" or "\$RVW").

1.3 All RVW tokens are distributed by the Token Issuer exclusively.

1.4. The RVW Token Offering is conducted only during the RVW Token Subscription Period specified in section 4.

1.5 The proceeds from the RVW Token Offering will be used in accordance with these Terms and the Token Issuing Memorandum included herein.

## **2. ELIGIBILITY TO RECEIVE RVW TOKENS**

2.1. To be eligible to take part in the RVW Token Offering, you must (i) be a legal resident of one of the Non-Restricted Locations, as defined in paragraph 2.3.; (ii) have full legal capacity to enter into a contract; and (iii) be at least 18 years old.

2.2. You must represent and warrant to us that you are not acting on behalf of or for the benefit of, anyone else.

2.3. We may restrict or prohibit access to RVW Token Offering participation from certain countries, territories, or jurisdictions ("Restricted Locations"). You represent and warrant that you are located in the territory or country which you asserted during the registration process and that you are not located in a Restricted Location. You shall not be eligible to, and you shall not participate in RVW Token Offering under these Terms if you are a resident (tax or otherwise) in Afghanistan, Burma/Myanmar, China, Crimea Region,

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Cuba, Kosovo, Eritrea, Ethiopia, Iran, Iraq, Lebanon, Libya, North Korea, Palestinian Territory and Gaza Strip, Somalia, South Sudan, Sudan, Syria, Venezuela and Yemen. These countries are the restricted locations. The countries, territories or jurisdictions which are not the restricted locations are the Non-restricted locations. The Token Issuer has a right to amend the lists of restricted locations at any time and at its own discretion.

2.4. You shall not participate in the RVW Token Offering if there are applicable legal restrictions in your country of residence or domicile. It is your sole responsibility to ensure that your participation in the RVW Token Offering is not prohibited under the applicable legal restrictions in your country of residence or domicile.

### **3. RVW TOKEN OFFERING REGISTRATION**

3.1. As a part of registration for RVW Token Offering participation you, the Token Recipient, agree to provide accurate, current and complete information about your identity and residence.

3.2. Depending on the amount you contribute and other pertinent factors, we may require you to provide additional information to verify your identity, and/or the source of your funds, as a condition of distributing the RVW tokens to you. We may make, directly or through a third party, any inquiries we consider necessary to validate information that you provide to us, including without limitation checking commercial databases, population registers, or other data provided by governmental agencies or accredited data vendors.

3.3 The Token Issuer may decide at its own discretion whether the Token Recipient will be whitelisted and/or permitted to participate in RVW Token Offering. The Token Issuer has no obligation to explain its decision.

#### Data Protection

By participating in RVW Token Offering and by using the website you acknowledge that certain data processing is absolutely necessary and hereby consent to that the Token Issuer can process data and personal data for the purpose of the RVW Token Offering

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and/or to provide further information to the Token Recipient. You will have to read and separately accept the Token Issuer, RVW Limited, and LCX AG Privacy Policies.

Any data provided by the Token Recipient during or as part of the RVW Token Offering will be processed and stored in accordance with the applicable Liechtenstein data protection laws. Personal data of the Token Recipient may be shared with the Bond Issuer and with external service providers mandated with conducting certain aspects of the RVW Token Offering (in particular, but not limited to, the KYC/AML checks). Please refer to our Privacy Policy for further details.

### **4. SUBSCRIPTION PERIOD AND APPLICABLE LIMITATIONS**

4.1 The RVW Token Offering is scheduled to take place during the RVW Subscription Period:

The period during which investors will be able to make their purchase offers for RVW Tokens is expected to begin on November 11th 2020. The Subscription Period automatically closes once the maximum amount of 5'000'000 tokens have been subscribed for. The Subscription Period can be ended by the issuer at any time. The subscription period will automatically end on October 31st 2021 the latest. On the last day of the Subscription period, purchases may be made until 12:00 noon Liechtenstein (CET) time.

4.2 In the event that the aggregate and confirmed payments in (or converted into) U.S. dollars has reached the value of 5 (five) million U.S. dollars, ("the maximum targeted amount") the RVW Token Offering of RVW tokens shall be closed by the Token Issuer. The Token Issuer reserves the right to adjust, in its sole and absolute discretion, the maximum targeted amount to account for possible fees and conversion effects, provided that the adjustment is not material. Any excess contributions made for RVW tokens using any of the accepted funds upon early RVW Token Offering completion will not be accepted and will be rejected or refunded.

4.3 In the event that you attempt to make any contribution after the Subscription period has expired and you have made a payment for RVW tokens, you acknowledge and agree, that:

(a) provided that such payment is received in the Escrow Wallet (as defined in Paragraph 5.5) and notwithstanding any provision in these Terms, the Token Issuer will

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provide a refund in full without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you; the refund will be issued to the original cryptocurrency wallet or funding method used by you.

(b) you hereby waive all rights, claims and/or courses of action (present or future) under law or contract against the Token Issuer in connection with or arising from such transaction, and shall further hold harmless, the Token Issuer from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Token Issuer in connection with or arising from such transaction.

4.5. The closure of the RVW Token Offering will be announced on the RoeVWade.com website as soon as practicable.

4.6. Subscription Minimum and Maximum: The minimum subscription amount is \$1'000 USD, subscription payment will be made in equivalent cryptocurrency. There is no maximum contribution amount, however, we reserve the right to set individual maximum amounts for each individual case at our sole and absolute discretion, for example, based on regulatory requirements, or due to compliance or risk considerations.

4.7. Token Generation and Burn: 5 Million RVW tokens will be generated and offered.. Any unsold tokens will be burned and destroyed.

4.8. Minimal Required Contribution: the minimal required contribution is set at the value of 1 million U.S. dollars. If the minimal amount of contributions is not reached by the end of the subscription period, all amounts previously contributed will be returned to the original blockchain addresses within 3 business days after the end of the subscription period (less any applicable blockchain transaction fees).

### **5. ACCEPTED FUND CATEGORIES, PRICE AND PAYMENT PROCEDURE**

5.1 You may only make contributions for RVW tokens in the RVW Token Offering through RoeVWade.com and no other website or place.

5.2 The Token Issuer will accept, as payment for RVW tokens, only:

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- (a) Ether (“ETH”);
- (b) Bitcoin (“BTC”)
- (c) USD Coin (“USDC”)

5.3 The price of RVW tokens in the RVW Token Offering shall be \$1 USD per token.

5.4 The value of your tokens or funds contributed will be determined at such exchange rate as published on the RoeVWade.com website as a reference price on the day of the conversion; any fractional number of RVW tokens shall be rounded down to the nearest whole number.

5.5 You shall transfer ETH or other accepted funds to the relevant cryptocurrency wallets (“Escrow Wallets”) listed on the RoeVWade.com website. The payments received in the Escrow Wallets shall be held therein until the delivery of RVW tokens is complete. Upon such delivery of RVW tokens, the payment in the Escrow Wallet shall be released and transferred to the Token Issuer after deductions of applicable fees that are due to LCX AG for its services.

5.6 In the event that the Token Issuer discovers, at any time after your acceptance of these Terms and prior to the delivery of RVW tokens any attempt by you to deceive the Token Issuer, including but not limited to attempted double-spending on the blockchain, attempt to circumvent these Terms or applicable regulations or violate of any applicable laws and regulations, or make payments for RVW tokens in violation of any applicable laws or regulations, you acknowledge and agree, regardless of whether such transactions are reflected as validated and verified on the relevant blockchain, that:

- (a) the Token Issuer shall have no obligation to provide, and you shall have no right to receive, any refund for any payment made by you and received in the Escrow Wallets;
- (b) the Token Issuer shall not be obliged to deliver any RVW tokens to you and shall have no obligations in any form or manner whatsoever to you; and
- (c) you hereby waive all rights, claims and/or courses of action (present or future) under the applicable laws or contract against the Token Issuer in connection with or arising from such transaction, and shall further hold harmless, the Token Issuer from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Token Issuer in connection with or arising from such transaction.

## **6. OBLIGATION TO ESTABLISH AND MAINTAIN CRYPTOCURRENCY WALLET WITH A THIRD PARTY**

6.1 For purposes of your payment for RVW tokens and receipt of any refund (where applicable) and future rewards and return, you shall establish and maintain a cryptocurrency wallet within any eligible third party platform of your choice and have a fully operational, secure and valid status on your user account, for the purposes of compliance and other checks.

## **7. DELIVERY OF RVW TOKENS**

7.1 The Token Issuer shall use all reasonable endeavours to deliver the RVW tokens to you, as soon as practicable after the RVW Token Offering Expiry Time, normally, within 3 business days after the closing of the subscription period and upon successful completion of the applicable identity verification. The RVW tokens will be delivered to the relevant cryptocurrency address you established, which you registered and provided as a part of your RVW Token Offering registration.

7.2 The delivery of RVW tokens to you will be initiated only after all the following conditions are satisfied:

- (a) full payment for RVW tokens has been received in the specified Escrow Wallet;
- (b) your user account has fully operational, verified, secure and valid status;
- (c) the minimal contribution amount as per section 4.8. is reached;
- (d) identity verification, including verification of your eligibility to participate in the RVW Token Offering, as specified in section 2 has been successfully completed.

7.3 RVW tokens will be delivered to and accepted by you on an “as is” basis without warranties of any kind by the Token Issuer. The Token Issuer hereby expressly disclaims all implied warranties in relation to RVW tokens and the delivery thereof. The Token Recipient accepts that the concept of the RVW token and the LCX services are delivered to you “as is”. That is why there is no warranty that the process for creating RVW token will be uninterrupted or error-free and that there is an inherent risk of weaknesses, vulnerabilities, or bugs causing, inter alia, the complete loss of RVW token.



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7.4. We may suspend or terminate the delivery of the RVW tokens to you if:

- you have violated these Terms,
- we determine that you pose an unacceptable credit or fraud risk to us,
- you have provided false, incomplete, inaccurate, or misleading information (including without limitation any registration information) or otherwise engaged in fraudulent or illegal conduct,
- we have security concerns, or suspect unauthorized, criminal or fraudulent behaviour.

### **8. COMPLETION, WITHDRAWALS, CANCELLATIONS, REJECTIONS AND ABORTION OF RVW TOKEN OFFERING**

8.1 Upon validation and verification of your payment for RVW tokens from the Token Issuer on the relevant blockchain under these Terms and the delivery of the RVW tokens to you:

(a) such delivery shall be deemed to be final; and

(b) unless otherwise required by the applicable laws, regulations or rules, you shall not be entitled to any withdrawals or cancellations, or any refunds.

8.2 The Token Issuer reserves the right, in its sole and absolute discretion, to reject any participant in the RVW Token Offering and not to deliver RVW tokens or abort the RVW Token Offering at any time after your acceptance of these Terms and prior to the delivery of RVW tokens.

In the event of any such rejection or such abortion of the RVW Token Offering, you acknowledge and agree, regardless of whether such transactions are reflected as validated and verified on the relevant blockchain, that:

(a) if your payment for RVW tokens is received in the Escrow Wallet and notwithstanding any provision in these Terms, the Token Issuer shall provide a refund in full without interest and net of all administrative and/or third party charges and/or other transaction fees (if any) that may be incurred in connection with such refund, in which case such administrative and/or third party charges and/or other transaction fees (if any) incurred in connection with such refund shall be borne by you;

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(b) save for the Token Issuer's obligation to provide such refund, the Token Issuer shall have no obligations in any form or manner whatsoever to you in respect of such transaction; and

(c) save for your right to receive such refund, you hereby waive all rights, claims and/or courses of action (present or future) under law or contract against the Token Issuer in connection with or arising from RVW Token Offering, and shall further hold harmless, the Token Issuer from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the Token Issuer in connection with or arising from RVW Token Offering.

### 9. RIGHTS OF TOKEN HOLDERS

9.1 RVW Tokens represent legal rights of the token holders to the respective share in a debt instrument, issued by the RVW limited in a form of a bond with a total face value of 5 (five) million U.S. dollars. Each RVW token represents legal rights equal to the 1 U.S. dollar face value or  $1 / 5'000'000$  of the total value of the bond issued and will grant to the token holders full legal and contractual rights and obligations associated with the bond. More specifically, each token will grant to its holder a contractual right to receive future income generated by the RVW film distribution activities and also to receive back the nominal face value of the tokens in line with the terms and conditions outlined in section 4 of this document.

9.2. Token holders can expect to receive the rewards and returns on their investment as described below.

- All rewards will be normally paid back in the form of ETH only and to the blockchain addresses where the RVW tokens are held on the day of the distribution or to another address designated by the token holder.
- As soon as the rewards or payback distributions are announced by the RVW Limited, the token issuer will account quarterly for all rewards accrued and due to be paid, if necessary, the rewards will be converted into ETH and then paid back to the token holders from proceeds received by the RVW during the previous quarter.
- If there are no proceeds, no payment in any form, payback nor yield, will be made.

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- The first quarterly statement is expected to happen about 150 days after the release of the film. Statements and quarterly payments will continue until the token holders are paid back in full plus their 20% yield.
- Yield will be calculated and paid by RVW Limited to the token holder's ETH wallet or to the token holder's user account.
- The Token Issuer assumes no liability for a delay of payment by RVW Limited.
- The period between the closing of the Token Offering and the full payback of the subscription amount, shall constitute the respective "Yield Period" and the "Term".
- The German interest rate method 30/360 is applied and yield is calculated pro rata, using the official exchange rates and reference prices, published by LCX.

9.3. The Token Issuer reserves the rights to deliver the repayment of the bond principal and/or the rewards payments during the Term in other ERC20-compatible cryptocurrency assets, for example in USDC, in case if the liquidity, stability, blockchain fees or other consideration would make it more convenient, practical or reliable to make such payments in other ERC20-compatible assets, however, the underlying fiat value of the rewards or repayments should not be affected.

9.4. The Token Issuer is entitled to terminate the tokenized bonds in full or in part at the end of the quarter, subject to a one-month notice period, for the first time on October 1, 2021, and to repay the early repayment amount early.

9.5. Token holders have no ordinary termination right. The token holder does not have the right to request the redemption (repayment) at any specific time and does not have the right to terminate or enforce any payment.

### **10. ASSUMPTION OF RISKS**

Your acceptance of these Terms shall be deemed to be an agreement by you to assume, wholly and unconditionally, all risks (including direct, indirect or ancillary risks) associated with the RVW Token Offering, the conduct of the RVW Token Offering or the RVW token delivery process.

## 11. REPRESENTATIONS AND WARRANTIES

By accepting these Terms, you represent and warrant to the Token Issuer as follows:

(a) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain assets and tokens including RVW tokens, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;

(b) these Terms constitute legal, valid and binding obligations on you, enforceable in accordance with these terms, to receive and hold the RVW tokens

(c) no consent, approval, order or authorisation of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction is required on your part in connection with your receipt or possession of RVW Tokens, or where any approvals are required, such approvals have been obtained and remain valid and in full force and effect;

(d) the cryptocurrencies or fiat funds to be used for payment for your RVW tokens have not been obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;

(e) You are not a resident of, citizen of a country or located in a geographic area, whose legislation conflicts with the RVW Token Offering, the creation, allocation, receipt, acceptance, purchase, transfer, holding, controlling, possession or ownership of RVW tokens. You are not a resident of, citizen of a country or located in a geographic area that is subject to UN-, US-, EU-, Swiss or any other sovereign countries sanctions or embargoes;

(f) you have sufficient funds to fulfil your obligations under these Terms;

(f) RVW tokens to be delivered to and received by you will not be used for any purpose in connection with money laundering, terrorism financing, price manipulation or any other acts in breach or contravention of any applicable law or regulation;

(g) You waive the right to participate in a class action lawsuit or a classwide arbitration against the Token Issuer (RVW Limited) and the TT Service Provider (LCX AG), and/or

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any affiliates of the RVW / LCX and/or any individual involved with the promotion, development completion and launch of the RVW token and/or the LCX services;

(h) all of the above representations and warranties are true, complete, accurate and non misleading from the time of your acceptance of these Terms to the time of receipt by you of RVW tokens.

**YOU ARE NOT ENTITLED TO PARTICIPATE IN THE RVW TOKEN OFFERING, IF ANY OF THE REPRESENTATIONS AND WARRANTIES LISTED ABOVE ARE NOT CORRECT AND APPLICABLE TO YOU AND IF YOU DO NOT FULLY ACCEPT THESE TERMS.**

### 12. DISCLAIMERS

12.1 To the maximum extent permitted by all applicable laws, regulations and rules and except as otherwise provided in these Terms, the Token Issuer hereby expressly disclaims its liability and shall in no case be liable to you or any person for:

- the cryptocurrencies used for payment for RVW tokens being obtained through any acts in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- use of RVW tokens for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;
- abortion of the token offering pursuant to Paragraph 8;
- failure, malfunction or breakdown of, or disruption to, the operation of the RoeVWade.com website or any tools, systems and platforms relied upon by the Token Issuer due to occurrences of hacks, cyber-attacks, distributed denials of service, errors, vulnerabilities, defects, flaws in programming or source code or otherwise, regardless of when such failure, malfunction, breakdown, or disruption occurs;
- failure, malfunction or breakdown of, or disruption to, the operation of any blockchain, any blockchain-based software systems or any blockchain technology in connection with the operations of the Token Issuer,

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- any virus, error, bug, flaw, defect or otherwise adversely affecting the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability of RVW tokens if and when RVW tokens have been made available for trading, and other material characteristics of RVW tokens;
- decreases or volatility in traded prices or trading volume of RVW tokens;
- failure or unfitness of RVW tokens for any specific purpose;
- failure to disclose information relating to the progress of the RVW Token Offering;
- loss or destruction of the private keys to the cryptocurrency wallets by the RVW Token Offering participant;
- failure or delay in the availability of RVW tokens for trading on a cryptocurrency exchange or any rejection of trading of RVW tokens by a cryptocurrency exchange;
- any prohibition, restriction or regulation by any government or regulatory authority in any jurisdiction of the operation, functionality, usage, storage, transmission mechanisms, transferability or tradability or other material characteristics of RVW tokens.

### **13. LIMITATION OF LIABILITY AND INDEMNIFICATION**

13.1 To the maximum extent permitted by the applicable laws, regulations and rules:

(a) the Token Issuer and LCX AG shall not be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with the receipt, use, receipt or holding of RVW tokens by you;

(b) the aggregate liability of the Token Issuer, in tort, contract or otherwise, arising out of or in connection with the use, receipt or holding of RVW tokens by you shall be limited to the amount paid by you for the tokens; and

(c) you hereby agree to waive all rights to assert any claims under the applicable laws, regulations and rules and you may make claims based only on these Terms.

13.2 To the maximum extent permitted by the applicable laws, regulations and rules, you shall indemnify, defend, and hold the Token Issuer or the Bond Issuer and/or their

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subsidiaries, related companies, affiliates, directors, officers, employees, agents, successors, and permitted assignees (“Indemnified Persons”) harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against any of the Indemnified Persons arising out of a breach of any warranty, representation, or obligation hereunder.

### **14. INDEPENDENCE**

By participating in the token offering and/or by receiving, accepting, holding, controlling, possessing, owning, accessing or using RVW token, no form of partnership, joint venture or any similar relationship between the parties is created outside of the rights and obligations stipulated in these Terms.

### **15. NO ASSIGNMENT**

Subject to these Terms, only you and no other person shall have the right to any claim against the Token Issuer or the Bond Issuer in connection with your receipt of RVW tokens. You shall not assign, trade or transfer, or attempt to assign, trade or transfer, your right to any such claim. Any such assignment or transfer shall not impose any obligation or liability of the Token Issuer or the Bond Issuer to the assignee or transferee.

### **16. NO WAIVER**

Any failure of the Token Issuer or the Bond Issuer to enforce these Terms or to assert any right(s), claim(s) or causes of action against you under these Terms shall not be construed as a waiver of the right of the Token Issuer or the Bond Issuer to assert any right(s), claim(s) or causes of action against you.

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## **17. ENTIRE AGREEMENT**

These Terms contain the entire agreement and the understanding between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) in relation to this token offering and your receipt of RVW tokens.

## **17. TAXES**

You are responsible for determining any and all taxes and duties, including without limitation, sales, use, transfer, value added, withholding, and other taxes and/or duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with your participation in this token offering. The Token Issuer or the Bond Issuer are not obliged to determine whether taxes or duties apply and is not responsible for calculating, collecting, reporting, or remitting any taxes or duties to any authority arising from any transaction.

## **18. SEVERANCE AND PARTIAL INVALIDITY**

If any portion of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect and, upon our request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from these Terms and the rest of the Terms remain in full force and effect.

## **19. GOVERNING LAW**

These Terms shall be governed by, and construed in accordance with, the laws of Liechtenstein. The Parties exclude the application of any international treaty or convention.