

Version 2. DATE: April 2nd, 2018

I. GENERAL

The website Cointrade.es (the "Website") and the sale of CTT TOKENS are operated by CTPlatform Ltd. CTPlatform Ltd. is a company incorporated and registered in Malta with registration number C 85590 and is the creator of CTT TOKENS under these terms and conditions. There may be other entities within the CTPlatform Ltd. group of companies (including, without limitation, subsidiaries of CTPlatform Ltd. and other affiliates) that from time to time may develop, manage and/or operate the references within these T&Cs.

CTPlatform Ltd. token sale is for the sole purpose of developing and financing its commercial activity and to execute its vision in strict compliance with its company purpose. Please note that the company is not acting as a financial entity or as an asset manager in this framework.

Your Contribution will help CTPlatform Ltd. develop this project but will not provide you with any equity, asset, bond, security, derivative or any other financial instrument.

II. TERMS

PLEASE READ THESE TERMS AND CONDITIONS ("T&Cs") CAREFULLY.

By purchasing CTT Tokens during any of the Pre-ICO and main ICO stage, you shall be bounded by these terms and conditions

By accepting these terms and conditions, you will be entering into an agreement with CTPLATFORM LTD.

If you disagree with these terms and conditions, do not participate in any purchasing of the CTT Tokens and navigate away.

It is understood and presumed that by the facts of use of the website and purchase of ctt tokens, the respective participant has fully read, understood, and irrevocably accepted these terms. If any participant does not agree with these terms in general or any part of it, such user should entirely withhold from using the website and/or purchasing CTT tokens.

Your transfer of cryptocurrencies to Cointrade or your access to and use of the website constitute your acceptance of and agreement to abide by each and every rule and provision of these terms, including our privacy policy that is hereby incorporated in these terms by reference. If you are using the website on behalf of your organization, that organization accepts these terms.

Please note that these terms have not yet been approved by any regulator, competent authority by or any EU law. Therefore, relying on this document for the purpose of purchasing CTT tokens may expose you to a significant risk or loss of your assets.

Failure to comply with the terms of the agreement or the terms of use may lead to account closure, forfeiture of funds or legal measures against you.

By registering and accepting the terms of this agreement, you agree that you shall participate at your own discretion and risk.

By purchasing tokens or engage in any other transaction with CTT Tokens, you shall be subject to the agreements governing the use of our tokens and services as referenced on www.Cointrade.es Terms and Conditions and “company whitepaper”.

You can participate in the token sale purchase, only if over the age of 18 years and that is not contrary to the laws of the country where you are residing.

Registration and use of services of CTPlatform Ltd. is prohibited to residents of the United States of America

III. PARTIES

CTPlatform Ltd. is a company incorporated and registered in Malta and is the creator of CTT Tokens under these terms and conditions.

References in these T&Cs to “Purchaser”, “your” or “you” are to the person or entity who accepts these T&Cs and agrees to purchase CTT Tokens as set out in and on the terms of these T&Cs. You and the Company shall each be referred to as a “Party,” as the context requires, and together shall be referred to as the “Parties”.

If you have any questions relating to these Terms and Conditions, please contact us at info@cointrade.es

IV. COINTRADE

1.1 Cointrade is a global cryptocurrency exchange that will be centered on customer satisfaction making all interactions safe, fast and easy.

Lots of crypto exchanges emerged over the past years. At CTPlatform Ltd. we carefully analyzed and gathered all the flaws that currently are embedded into the architecture of the exchange platforms with the goal to bring improvement and disrupt the industry, by setting a new level of standards.

We realize that aside of technical knowledge that is required to enter the world of cryptocurrencies there is a lack of trust between customers and crypto institutions that are standing in way of unveiling the full potential of crypto trading thus it is our one number one priority to build the platform based on trust and user’s confidence.

1.2 For further information related to Cointrade, please refer to

- a) <https://cointrade.es> and
- b) <https://cointrade.es/documents/whitepaper.pdf> (the “Company Whitepaper”),

Documents provided shall be collectively referred to as the “ProjectDocumentation”

1.3 The information contained in the Project Documentation is of descriptive nature only, does not contain all the information that may be important to you, it is not binding and does not form part of the terms and conditions.

1. Token Sales and Terms

3.1 Purchases of CTT TOKENS may be made during the period (the “PurchasePeriod”) commencing on DATE and ending on the DATE and time at which either of the following conditions (“Completion Conditions”) is satisfied:

a) A total of 236.110.000 CTT TOKENS will be created and no additional CTT TOKENS will be created in the future. A minimum of (no minimum yet, we want to wait for the pre-ICO to finish before establishing a soft cap) and a maximum of 212.500.000 CTT TOKENS will be sold during the Token Sale and the remaining CTT TOKENS shall be allocated as follows:

- 23.610.000 CTT TOKENS will allocated to the founders of Cointrade;
- Tokens for the bounty campaign will come from unsold tokens. In case hard cap is reached, they will come from the founders' share.
- Any CTT Token not sold during the Token Sale (i.e. a Completion Condition is met prior to all 212.500.000 CTT allocated to the Token Sale being sold) and not used for the bounty campaign rewards shall be burned.

2. CTT Token Price and Bonus Allocation

The price of CTT TOKENS shall be as per below;

- a) Pre-ICO price will be 0.20\$ (4 cents discount, 16.66% discount).
 - b) Price on stage 1 will be 0.22\$ (2 cents discount, 8.33% discount).
 - c) Price on stage 2 will be 0.23\$ (1 cent discount. 4.16% discount)
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3. KYC & AML Right to Request Information

3.1 Before you are able to make a purchase with CTPlatform Ltd. or at any time after making a purchase, we may (in our sole and absolute discretion):

- a) request you to provide certain information and documentation for the purposes of complying with any “know your customer” or similar obligations to which we may be subject in any relevant jurisdiction; and/or
- b) determine that it is necessary to obtain certain other information about you in order to comply with applicable laws and regulations in connection with the creation and issuance of CTT tokens to you.

3.2 You agree that you shall, promptly upon the company request, supply such information and documentation as may be reasonably requested by us pursuant to clause 3.1 in order for us to:

- a) carry out, to our satisfaction, all necessary “know your customer” and other similar checks which we may be obligated to or would be reasonably prudent to perform; and
- b) ensure, to our satisfaction, that we have complied with all applicable laws and regulations in connection with the creation and issuance of CTT tokens to you as contemplated by these T&Cs.

3.3 You acknowledge and accept that we may refuse or reject any contributions for the purchase of CTT tokens you provide all information and documentation that we may request under this clause (3) and we have determined that it is permissible to create and issue CTT tokens to you under all applicable laws.

4. CTT tokens Distribution and Smart Contract System

4.1 CTT tokens are utility tokens that Participants can use in relation to the Cointrade Exchange only.

4.2 CTT tokens are ERC20 tokens based on the Ethereum blockchain. The smart contract developed by Cointrade for the CTT Token Sale (the “Smart Contract”) is open source software available at this address: <https://github.com/Cointrade-exchange>. Any information given or inferred from this website is not, and shall not be held as, part of these Terms.

4.3 You understand and agree that smart contract technology is still in an early development stage and its application of experimental nature. It therefore carries significant operational, technological, financial, regulatory and reputational risks. You are fully aware of such risks and accept them as part of your participation of the CTT Token sale.

4.4 The company will not be held liable for any loss of CTT tokens and/or other damage incurred by you as a result of the transfer of the CTT tokens to your wallet or loss of key or attack on your wallet.

4.5 CTT tokens shall not be used in any way as, equity, assets, bonds, securities, derivatives or any other financial instruments.

4.6 The purchase of CTT tokens shall be initiated by the Purchaser by transferring an amount of Ether from their whitelisted address during the Purchase Period to the Smart Contract System at the address to be published on the Cointrade website when the Purchase Period commences. The Smart Contract System will allocate CTT tokens to Purchasers as set forth herein to the whitelisted Ethereum wallet address from which the contribution was received.

4.7 Contributions must be sent exclusively to the Smart Contract System at the address specified on the Cointrade Website. Unless expressly set forth in these T&Cs or the company Website, any and all third-party websites, services and/or smart-contract offering to receive contributions and issue CTT tokens or facilitate the allocation or transfer of CTT tokens in any way during the Purchase Period, are not authorized by the company and do not have any legal or commercial relationship in any way with the company.

4.8 The Smart Contract System shall only accept ETH. The Smart Contract System will not accept fiat currencies or any crypto-currencies other than ETH. Any Purchasers that send contributions:

- a) in a fiat currency or crypto-currency other than ETH; or
- b) to any third-party website, wallet address, service or smart contract that offers CTT tokens in the manner described in these terms and conditions

risks losing its entire contribution and Cointrade shall not be responsible or liable for recovering or returning any such contributions to the Purchaser nor shall Cointrade be responsible or liable in any way for any losses incurred by the Purchaser as a result of such erroneous contributions.

4.9 In order to receive CTT tokens, you must have, and send your contribution from, an Ethereum wallet that supports the ERC20 token standard. In other words, the Purchaser's Ethereum wallet must possess technical infrastructure that is compatible with the receipt, storage and transfer of CTT tokens. CTT TOKENS may not be issued to any Purchaser

sending ETH from exchanges. We reserve the right to prescribe additional conditions relating to the specific wallet requirements at any time, in our sole and absolute discretion. CTT tokens can be Purchased solely by following the procedures set forth in these T&Cs and the Cointrade Website.

4.10 Subject to compliance with the foregoing provisions of clause 3 above and this clause 4 and all other relevant terms set forth in these T&Cs, delivery of CTT tokens shall be made by us within one calendar week following the end of the Purchase Period by sending CTT tokens to the Ethereum wallet address from which your contribution was received. Any Purchaser eligible for a Bonus Allocation will receive its Bonus Allocation within six (6) months following the last day of the Purchase Period. Cointrade will publish a guide for Purchasers eligible for a Bonus Allocation to claim their Bonus Allocations following the conclusion of the Purchase Period.

4.11 Upon receipt of your contribution, such contribution shall immediately become the sole and exclusive property of Cointrade who shall be entitled to apply such contribution towards the development of the Cointrade Platform and other operating expenses relating to our business. The application of your contribution shall be determined by us acting in our sole and absolute discretion and we shall be under no obligation to inform you how your contribution is used or make any other disclosure to you related to your contribution.

5. Refunds, Refusals, Suspension and Termination of Contributions

5.1 We reserve the right to refuse or reject any contributions made at any time in our sole and absolute discretion. To the extent that we refuse or reject a contribution, we will exercise commercially reasonable efforts to return such contribution to the Ethereum wallet address from which the contribution was received. Notwithstanding anything to the contrary herein, we do not warrant, represent or offer any assurances that we will successfully be able to recover and/or return any such contributions.

5.2 Subject to clause 6.1 and except to the extent required by applicable law, all contributions received by Cointrade under these T&Cs are final and Purchasers shall not be entitled to claim any refund or reimbursement of contributions from Cointrade.

5.3 All purchases of CTT tokens are final. Purchases of CTT tokens are non-refundable. By purchasing CTT tokens, the purchaser acknowledges that neither the company nor any of its affiliates, directors or shareholders are required to provide a refund for any reason, other than that mentioned in Clause 6.1.

6. Token Functionality

6.1 Ownership of CTT tokens carries no rights, whether express or implied, other than a limited potential future right or expectation to use and interact with the Cointrade Platform if and to the extent the Cointrade Platform is successfully developed and deployed. Any potential future right or expectation relating to the use of CTT tokens on the Cointrade Platform shall be subject to any restrictions and limitations set forth in these T&Cs and/or the Platform Terms (as applicable).

The Pre-ICO will not have a soft cap since we only see it as an opportunity for early participants to get Cointrade Tokens at a lower price, hence we don't consider a soft cap is necessary at this stage.

Nevertheless, there will be a soft cap during the main ICO. The exact sum for the ICO soft cap will not be made public until pre-ICO phase is concluded. In case soft cap is not reached, ICO participants will get a full refund.

6.2 You acknowledge and accept that CTT tokens do not represent or constitute:

- a) any ownership right or stake, share, equity, security, commodity, bond, debt instrument or any other financial instrument or investment carrying equivalent rights;
- b) any right to receive future revenues, shares or any other form of participation or governance right from, in or relating to Cointrade and/or the Cointrade Platform;
- c) any form of money or legal tender in any jurisdiction, nor do they constitute any representation of money (including electronic money); or
- d) the provision of any goods and/or services as of the date that these T&Cs form a binding agreement between the Parties.
- e) You are not purchasing CTT tokens unless you intend to use the tokens on the Cointrade platform to (1) trade and/or (2) serve as a justice. Do not purchase CTT tokens if your intention is to profit by reselling the tokens to third parties. CTT tokens are not intended to be an investment and there is no guarantee that CTT tokens will maintain their initial value or appreciate in value, or that of Cointrade's business plan will support any appreciation in CTT token prices.

6.3 Protections offered by applicable law in relation to the acquisition, storage, sale and/or transfer of the instruments and/or investments referred to in clause 6.2 shall not apply to any contribution made under these T&Cs for the acquisition of CTT tokens or to your storage, sale and/or transfer of CTT tokens.

6.4 Cointrade makes no warranties, representations or offers (in each case whether express or implied) that CTT tokens shall confer any actual and/or exercisable rights of use, functionality, features, purpose or attributes in connection with the Cointrade Platform other than those described. Cointrade makes no assurances regarding the exercisability of those rights described.

7. Purchaser's Representations and Warranties

7.1 By participating in the Token Sale and purchasing CTT tokens, you hereby represent and warrant to the matters set out in Schedule 2 of these T&Cs.

8. Risks

You acknowledge and agree that participation in the Token Sale, the creation and issuance of CTT tokens and the development and deployment of the Cointrade Platform carries significant financial, regulatory and reputational risks, including but not limited to those set forth in Schedule 3 of these T&Cs.

By purchasing CTT tokens and accepting these T&Cs you expressly acknowledge, accept and assume the risks set forth in schedule 3.

9. Audit of the Smart Contract System

9.1 Cointrade shall exercise reasonable endeavors to have the Smart Contract System audited and approved by technical experts with regard to both accuracy and security of the underlying code.

9.2 Accordingly, while any audit conducted shall raise the level of security and accuracy of the Smart Contract System, you acknowledge, understand and accept that the audit does not amount CTT tokens to any form of warranty, representation or assurance (in each case

whether express or implied) that the Smart Contract System and CTT tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause you to suffer financial loss, including, without limitation, the complete loss of your contributed ETH and/or CTT tokens.

10. Security

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to send a contribution and to receive and store CTT tokens that are issued to you by the Smart Contract System, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your CTT tokens. Cointrade shall not be responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of CTT tokens nor shall we be under any obligation to recover or return any CTT tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) CTT tokens issued to you during the Token Sale.

11. Intellectual Property

11.1 In this clause, "Cointrade IP Rights" means in relation to Cointrade, the CTT tokens, the Token Sale, the Cointrade Platform and the Virtue website, all: (i) patents, inventions, designs, copyright and related rights, database rights, know-how and confidential information, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals in relation to any such rights;

12.2 Except as expressly set forth in these T&Cs, you are not entitled, for any purpose, to any Cointrade IP Rights. We shall at all times retain ownership, including all rights, title and interests in and to the Cointrade IP Rights and you understand and accept that by making a contribution for the purchase of CTT tokens pursuant to these T&Cs you shall not:

- a) acquire or otherwise be entitled to any Cointrade IP Rights;
- b) make a claim in respect of any Cointrade IP Rights or any other equivalent rights;

or

- c) use, attempt to use, copy, imitate or modify (whether in whole or in part) any Cointrade IP Rights, except with our prior written consent.

13. Indemnity

13.1 To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Cointrade and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "Cointrade Parties") from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to:

- a) your acquisition or use of CTT tokens under these T&Cs;
- b) the performance or non-performance of your responsibilities or obligations under these T&Cs;

- c) your breach of any of the provisions set forth in these T&Cs; or
- d) your breach of any rights of any other person or entity.

13.2 Cointrade reserves the right to exercise sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set forth in clause 13.1.

13.3 The indemnity set out in this clause 13 is in addition to, and not in lieu of, any other remedies that may be available to Cointrade under applicable law.

14. Disclaimers

14.1 To the fullest extent permitted by applicable law and except as otherwise specified in writing by us:

- a) CTT tokens are sold on an “as is” and “as available” basis, without any warranties or representations of any kind, and we expressly disclaim all warranties and representations relating to the CTT tokens (whether express or implied), including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement;
- b) we do not represent or warrant that CTT tokens are reliable, current or defect-free, meet your requirements, or that any defects will be corrected; and
- c) we cannot and do not represent or warrant that CTT tokens or the delivery mechanism for CTT tokens are free of viruses or other harmful components.

14.2 Neither these T&C nor the White Paper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. CTT tokens should not be acquired for speculative or investment purposes with the expectation of making a profit upon re-sale.

14.3 No regulatory authority has examined or approved any of the information set forth in these T&Cs or the White Paper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of these T&Cs and the White Paper does not imply that we have complied with applicable laws, regulatory requirements or rules.

15. Limitation of Liability

15.1 To the fullest extent permitted by applicable law, in no circumstances shall:

- a) Cointrade or any of the Cointrade Parties be liable for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of CTT tokens or otherwise related to these T&Cs, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if Cointrade or any of the Cointrade Parties have been advised of the possibility of such losses and regardless of whether such losses were foreseeable); and
- b) the aggregate liability of Cointrade and the Cointrade Parties (jointly), whether in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis, arising out of or relating to these T&Cs or the use of or inability to use CTT tokens, exceed the amount of your contribution.

15.2 The limitations and exclusions of liability set forth in clause 15.1 shall not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of Cointrade, nor shall it limit or exclude any losses for which, as a matter of applicable law, it would be unlawful to limit or exclude liability.

16. Taxation

16.1 You are solely responsible for determining whether your contribution to Cointrade for the development of the Cointrade Platform, the creation, ownership, use, sale, transfer or liquidation of CTT tokens, the potential appreciation or depreciation in the value of CTT tokens over time (if any), the allocation of CTT tokens and/or any other action or transaction contemplated by these T&Cs or related to the Cointrade Platform will give rise to any tax implications on your part.

16.2 It is also your sole responsibility to determine if the purchase of CCT tokens with ETH or the potential appreciation or depreciation in the value of CCT tokens over time has tax implications for the Purchaser in your jurisdiction. By purchasing CCT tokens, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from such purchase.

16.3 You are also solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any and all taxes to the appropriate tax authorities in any jurisdiction in which you may be liable to pay tax. Cointrade Technologies shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from your contribution and purchase of CTT tokens under or in connection with these T&Cs.

16.4 You agree not to hold Cointrade or any of the Cointrade Parties liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of CTT tokens or any other action or transaction related to the Cointrade Platform or the Token Sale.

17. Data Protection

17.1 If we make an information request and we may require you to provide information and documents including, without limitation, those relating to:

- a) your identity;
- b) your address;
- c) the source of your wealth;
- d) the source of funds used for the purposes of purchasing CTT tokens; and/or
- e) any other documents or data from which you can be identified (collectively, your "Personal Data").

17.2 We will not disclose your Personal Data except as expressly permitted under these T&Cs and otherwise only with your prior consent. However, we may need to disclose your Personal Data and/or certain other information about you to the extent required by applicable law or by an order of a court or competent governmental or regulatory authority. By accepting these T&Cs, you expressly agree and consent to your Personal Data being disclosed to third parties to the extent required for the purposes of compliance with applicable law.

17.3 We shall process your Personal Data in accordance with the Data Protection Act 2004, as may be amended (“Data Protection Act”), and you agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

- a) The purchase of CTT tokens and the processing of transactions related to the Token Sale pursuant to these T&Cs, including, but not limited to, with our KYC partners;
- b) providing you with information about us and our range of services;
- c) compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;
- d) management of enquiries and complaints;
- e) opening, maintaining or operating a bank account in Cointrade name;
- f) subject to clause 18, resolving any Disputes with you;
- g) producing summary information for statistical, regulatory and audit purposes; and/or
- h) any other reasonable purposes in accordance with applicable law.

17.4 Under the Data Protection Act you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce such rights.

17.5 You agree that we may, for the purposes set forth in clause 17.3, permit the transfer of your Personal Data to any jurisdiction, whether or not inside the European Economic Area, and that by accepting these T&Cs you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

17.6 You acknowledge, accept and understand that these T&Cs, insofar as they relate to the controlling and processing of your Personal Data by Cointrade, our agents and/or service providers, are only relevant to the processing of your Personal Data for the purposes set forth in 17.3. In order to access, use and interact with the Cointrade Platform, you will be required to accept the Platform Terms which shall also set forth the terms and conditions under which your Personal Data is collected, stored and processed (as well as your individual rights under applicable data protection laws) in connection with your use of the Cointrade Platform.

18. Dispute Resolution by Arbitration

Please read the following clause carefully because it contains certain provisions, such as a binding arbitration clause and class action waiver, which affect your legal rights. This clause requires you to arbitrate certain disputes and claims with Cointrade and limits the manner in which you can seek relief from us.

18.1 **Binding Arbitration.** Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Cointrade (i) waive your and Cointrade’s respective rights to have any and all Disputes arising from or related to these T&Cs resolved in a court, and (ii) waive your and Cointrade’s respective rights to a jury trial. Instead, you and Cointrade will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

18.2 No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these T&Cs is personal to you and Cointrade and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Furthermore, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

18.3 Arbitration Rules. The enforceability of this clause will be both substantively and procedurally governed by and construed and enforced in accordance with the rules of The International Centre for Dispute Resolution (“ICDR”) to the maximum extent permitted by applicable law.

18.4 Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any Dispute within thirty (30) days of the date it arises so that the Parties can attempt in good faith to resolve such Dispute informally. Notice to Cointrade shall be sent by e-mail to Cointrade at info@cointrade.es. Notice to you shall be sent to any address you provide to us in a written notice. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute and (iii) the specific relief that you are seeking. If you and Cointrade cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable Party, then either you or Cointrade may, as appropriate and in accordance with this terms in these T&Cs, commence an arbitration proceeding or, to the extent mentioned in these T&Cs file a claim in court.

18.5 Process. Any arbitration will occur in Malta. The arbitration will be conducted confidentially by a single arbitrator appointed by the ICDR in accordance with the rules of the ICDR, which are hereby incorporated by reference. The courts located in Malta will have exclusive jurisdiction over any permissible court proceedings, which are intended to include only appeals and the enforcement of an arbitration decision.

18.6 Authority of Arbitrator. These T&Cs, the applicable ICDR rules and the arbitrator will have: (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is falls within the parameters of an arbitrator, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these T&Cs. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

18.7 Arbitration Rules. The rules of the ICDR and additional information about The International Centre for Dispute Resolution are available at <https://www.icdr.org/icdr/faces/home>. By agreeing to be bound by these T&Cs, you either (i) acknowledge and agree that you have read and understand the ICDR rules, or (ii) waive your opportunity to read the ICDR rules and any claim that the ICDR are unfair or should not apply for any reason.

18.8 Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this clause is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this clause will remain valid and enforceable. Further, the waivers set forth in these T&Cs are

severable from the other provisions and will remain valid and enforceable, except as prohibited by applicable law.

19. Miscellaneous

19.1 The Purchaser understands and accepts that the network of miners will ultimately be in control of the Smart Contract System and that a majority of these miners could agree at any point to make changes to the official Smart Contract System and to run a new version of the Smart Contract System. Such a scenario could lead to CTT tokens losing all or part of their value.

19.2 We reserve the right to change amend these T&Cs from time to time, including where there are changes to the intended functionality of CTT tokens or as may be otherwise required by any laws or regulatory requirements to which we are subject. If we make any amendments to these T&Cs, we will publish a notice together with the updated T&Cs on the Cointrade Website and we will change the “Last Updated” date at the top of these T&Cs. Any amended T&Cs shall become effective immediately upon the publication of notice and updated T&Cs on the Cointrade Website. It is your responsibility to regularly check the Cointrade Website for any such notices and updated T&Cs.

19.3 If any term, clause or provision of these T&Cs is found to be illegal, void or unenforceable (in whole or in part), then such term, clause or provision shall be severable from these T&Cs without affecting the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these T&Cs, which shall remain in full force and effect.

19.4 These T&Cs constitute the entire agreement between the Parties in relation to its subject matter. These T&Cs replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the Parties, whether oral or written, public or private, in relation to that subject matter.

19.5 You acknowledge that by accepting these T&Cs, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Cointrade in relation to the subject matter of these T&Cs at any time before your acceptance of them (“Pre-Contractual Statements”), other than those set out in these T&Cs. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

19.6 Nothing in these T&Cs shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and Cointrade and/or other individuals or entities involved with the development and deployment of the Smart Contract System and/or the Cointrade Platform.

19.7 Subject to these T&Cs and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with Malta Law.

19.8 Subject to these T&Cs the Parties irrevocably agree that the Malta courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes and claims).

19.9 In the event of a fork in the Ethereum network, Cointrade maintains sole discretion as to which Ethereum fork(s) it will serve.

SCHEDULE 1

Intended functionality of CTT tokens

CTT tokens are not intended to have any functionality or utility outside the Cointrade Platform. The Cointrade Platform will therefore be structured as a “closed system” insofar as the use of CTT tokens is concerned.

CTT token creation and intended distribution

A total of amount 236.110.000 CTT will be issued, of which:

- 23.610.000 CTT will be reserved for team members and founders
- 25.000.000 CTT will be available for sale during pre-ICO
- 187.500.000 will be sold during main round of the ICO.

SCHEDULE 2

Purchaser's representations and warranties

By making a purchase of CTT tokens and accepting these T&Cs, you hereby represent and warrant that:

1. you have read and understood these T&Cs (including all the Schedules hereto);
2. you have the necessary authority and consent to accept these T&Cs, to enter into a binding agreement with Cointrade and to perform the obligations set forth herein;
3. the acceptance of these T&Cs and the entry into a binding agreement with Cointrade shall not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgment, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;
4. you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (such as ETH), token storage facilities (including digital token wallets), blockchain technology and blockchain-based software systems;
5. you have obtained sufficient information about the potential future use and functionality of CTT tokens to make an informed decision to participate in the Token Sale pursuant to these T&Cs;
6. you understand that CTT tokens confer only a limited potential future right or expectation to use and interact with the Cointrade Platform (as more particularly described in Schedule 1) and that CTT tokens confer no other rights of any kind with respect to Cointrade and/or the Cointrade Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

7. if you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these T&Cs and to enter into a binding agreement with Cointrade on the terms set out herein;
8. if you are purchasing CTT tokens for or on behalf of an entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;
9. if you are purchasing CTT tokens for or on behalf of an entity or person, you are authorized to accept these T&Cs and enter into a binding agreement with Cointrade on such entity's or person's behalf (and in such circumstances, references in these T&Cs to "Purchaser", "your" or "you" shall be a reference to the entity or person on whose behalf you are authorized to make a purchase);
10. you are purchasing CTT tokens to support the development, testing, deployment and operation of the Cointrade Platform and to use and interact with the Cointrade Platform if and when the Cointrade Platform becomes available to you. You are not making a contribution under these T&Cs for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;
11. any ETH used by you for the purchase of CTT tokens is not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing activities;
12. you shall not use CTT tokens to finance, engage in, or otherwise support any unlawful activities;
13. the ETH shall be transferred to Cointrade from an Ethereum wallet that: (i) is registered in your name or in the name of a person who is duly authorised by you; and (ii) is not located in or that is not registered in the name of a person located in or resident of any country or territory that has been designated by the Financial Action Task Force as a "non-cooperative country or territory";
14. purchasing and receiving CTT tokens under these T&Cs is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and any contribution shall be made in full compliance with applicable laws (including, but not limited to, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction);
15. you are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you a resident (or established, in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory-wide sanction imposed by any country or government or international authority.
16. you will comply with any applicable tax obligations in your jurisdiction arising from your acquisition, storage, sale or transfer of CTT tokens;
17. the ETH shall be transferred to the Smart Contract System from an Ethereum wallet that supports the ERC20 token standard (i.e. technically supports the receipt, storage, holding and transfer of tokens such as CTT tokens); and
18. you understand and accept the risks of participating in token sales relating to early stage blockchain start-up businesses and acknowledge that these risks are substantial. You further warrant and represent that your contribution does not represent a meaningful or

substantial proportion of your wealth or net worth, and that you are willing to accept the risk of loss associated with the contribution made under these T&Cs.

19. You agree to provide true and accurate information: last name, first name, date of birth, place of residence, a valid phone number, an email address. In case of change of the above data, you should notify about that immediately.

19. By creating and opening an account you confirm that you are not involved in any kind of fraudulent transactions.

20. You bind yourself that it is unlawful to deposit any money from ill-gotten means.

21. You understand and accept that the information and any materials contained in this website should not be considered as an offer or solicitation to buy or sell financial instruments, provide financial advice, create a trading platform, facilitate or take deposits or provide any other financial services of any kind in any jurisdiction.

22. You understand and accept understand that the information contained on this website is not intended to provide and should not be construed as advice of any kind. You should obtain appropriate professional advice when necessary. It does not take into account your objectives, financial situation or needs.

SCHEDULE 3

Risk factors

1. Risk of software weaknesses: because CTT tokens, the Smart Contract System and the Cointrade Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on CTT tokens, the Smart Contract System and/or the Cointrade Platform. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the CTT tokens, the Smart Contract System and/or the Cointrade Platform, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol. The Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) is still in an early development stage and unproven. There is no warranty or assurance that the process for creating CTT tokens will be uninterrupted or error-free and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses or bugs causing, inter alia, the complete loss of contributions and/or CTT tokens.

2. Regulatory risk: blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology based applications, which may be contrary to the current setup of the Smart Contract System and which may, inter alia, result in substantial modifications to the Smart Contract System and/or the Cointrade Platform, including its termination and the loss of CTT tokens for the Purchaser. Additionally, regulation of proposed activities of the Cointrade Platform is currently uncertain. It is not known what regulatory framework the proposed Cointrade Platform and associated activities will be subject to, the nature of the obligations that will be imposed on Cointrade in order to comply with any such regulatory framework or when or if Cointrade will even be able to apply to be regulated, or successfully obtain the necessary licences so that it may lawfully carry out its proposed business activities in all relevant jurisdictions.

3. Risks associated with uncertain regulations and enforcement actions: the regulatory status of CTT tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory authorities may apply existing regulation with respect to such technology and its applications, including the Cointrade Platform and CTT tokens. It is likewise difficult to predict how or whether any legislative or regulatory authorities may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Cointrade Platform and CTT tokens. Regulatory actions could negatively impact the Cointrade Platform and CTT tokens in various ways, including, for purposes of illustration only, through a determination that CTT tokens are a regulated financial instrument that requires registration or licensing. Cointrade may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

4. Risk of abandonment / lack of success: the creation and issue of CTT tokens and the development of the Cointrade Platform may be abandoned for a number of reasons, including lack of interest from the public, lack of funding, lack of commercial success or prospects (e.g. caused by competing projects). There is no assurance that, even if the Cointrade Platform is partially or fully developed and launched, you will receive any benefits through CTT tokens that you hold.

5. Risk associated with other applications: the Cointrade Platform may give rise to other, alternative projects, promoted by unaffiliated third parties, under which CTT tokens will likely not be usable.

6. Risks associated with markets for CTT tokens: We do not enable or otherwise facilitate any secondary trading or external valuation of CTT tokens. This may restrict the contemplated avenues for using CTT tokens, and could therefore create illiquidity risk with respect to any CTT tokens you own. Even if secondary trading of CTT tokens is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that any third party ascribes an external exchange value to CTT tokens (e.g. as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. If you are purchasing CTT tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic or cash-equivalent value may increase with time, you assume all risks associated with such speculation or actions, and any errors associated therewith, and accept that CTT tokens are not offered by Cointrade or our affiliates on an investment basis. You further acknowledge that any contribution that you make under these T&Cs will not be protected, guaranteed or reimbursed by any governmental, regulatory or other entity, and will not, for instance be guaranteed by the Malta Deposit Guarantee Scheme, the Malta Investor Compensation Scheme, and is unlikely to be protected by any equivalent scheme in a jurisdiction outside of Malta.

7. Risk of losing access to tokens due to loss of private key(s), custodial error or your error: CTT tokens can only be accessed by using an Ethereum wallet with a combination of the Purchaser's account information (address), private key and password. The private key is encrypted with a password. You acknowledge, understand and accept that if your private key or password gets lost or stolen, the obtained CTT tokens associated with your Ethereum wallet address may be unrecoverable and permanently lost. Additionally, any third party that gains access to your private key, including by gaining access to the login credentials relating to your Ethereum wallet, may be able to misappropriate your CTT tokens. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault in which you choose to receive and store CTT tokens, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your CTT tokens.

8. Risk of theft: the Smart Contract System concept, the underlying software application and software platform (i.e. the Ethereum blockchain) may be exposed to attacks by hackers or other individuals including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any such successful attacks could result in theft or loss of contributions or CTT tokens, adversely impacting the ability to develop the Cointrade Platform and derive any usage or functionality from CTT tokens. Furthermore, because the Cointrade Platform is based on open-source software, there is a risk that a third party or a member of the Cointrade team may intentionally or unintentionally introduce weaknesses or defects into the core infrastructure of the Cointrade Platform, which could negatively affect the Cointrade Platform and CTT tokens.

9. Risk of Ethereum mining attacks: as with other cryptocurrencies, the blockchain used for the Smart Contract System is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and rare condition attacks. Any successful attacks present a risk to the Smart Contract System, expected proper execution and sequencing of token transactions, and expected proper execution and sequencing of contract computations. You understand and accept that the network of miners will ultimately be in control of the delivery of the CTT tokens via the Smart Contract System, and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Smart Contract System, and that such a scenario could lead to the CTT tokens losing intrinsic value and/or functionality.

10. Risk of incompatible wallet service: the wallet or wallet service provider used to receive CTT tokens must conform to the ERC20 token standard in order to be technically compatible with CTT tokens. The failure to ensure such conformity may have the result that Purchaser will not gain access to his CTT tokens.

11. Risk of hard-fork: the Cointrade Platform will need to go through substantial development works as part of which it may become the subject of significant conceptual, technical and commercial changes before release. As part of the development, an upgrade to CTT tokens may be required (hard-fork of CTT tokens) and that, if you decide not to participate in such upgrade, you may no longer be able to use your CTT tokens and any non-upgraded CTT tokens may lose all or part of their functionality.

12. Risk of uninsured losses: unlike bank accounts or accounts at other financial institutions, CTT tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by us to offer recourse to you.

13. Risks arising from taxation: the tax characterization of CTT tokens is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of CTT tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

14. Risk of an unfavorable fluctuation of Ethereum and other currency value: Cointrade intends to use the contributions received to fund the development of the Cointrade Platform and various other operating expenses. The contributions received will be denominated in ETH, and may be converted into other cryptographic and fiat currencies. If the value of ETH or other such currencies fluctuate unfavorably during or after the Purchase Period, Cointrade may not be able to fund the development of, or may not be able to maintain, the Cointrade Platform in the manner that it intended, in which case the CTT tokens may lose all or part of their value.

15. Risk of dissolution of the Company or network: it is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of ETH (or other cryptographic and fiat currencies), decrease in CTT tokens utility due to negative adoption of the Cointrade Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Cointrade Platform may no longer be viable to operate and Cointrade may dissolve.

16. Risks arising from lack of governance rights: because CTT tokens confer no governance rights of any kind with respect to the Cointrade Platform or Cointrade, all decisions involving the Cointrade Platform or Cointrade will be made by Cointrade acting in its sole and absolute discretion, including, but not limited to, decisions to discontinue the Cointrade Platform, to create and issue more CTT tokens, or to sell or liquidate Cointrade. These decisions could adversely affect the Cointrade Platform and/or the CTT tokens you hold.

17. Risks arising KYC/AML and customer due diligence procedures, privacy and data protection, consumer protection, data security, and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. In addition, new laws or regulations affecting the Cointrade Platform could be enacted, which could impact the utility of CTT tokens in the Cointrade Platform. Additionally, the Cointrade Platform users may be subject to or adversely affected by industry specific laws and regulations or licensing requirements. If any of these parties fail to comply with any such licensing requirements or other applicable laws or regulations, or if such laws and regulations or licensing requirements become more stringent or are otherwise extended, it could adversely impact the Cointrade Platform and the CTT tokens, including its functionality to obtain or provide services within the Cointrade Platform.

18. Risks associated with the development and maintenance of the Cointrade Platform: the Cointrade Platform is still under development and may undergo significant changes over time. Although it is the intention that Cointrade takes commercially reasonable steps towards any required changes to the specifications of the CTT tokens or the Cointrade Platform for any number of legitimate reasons. This could create the risk that CTT tokens or the Cointrade Platform, as further developed and maintained, may not meet your expectations at the time of purchasing CTT tokens. Furthermore, despite our good faith efforts to develop and maintain the Cointrade Platform, it is still possible that the Cointrade Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Cointrade Platform and CTT tokens, and the potential utility of the CTT tokens.

19. Risk of Competing Platforms: It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the Cointrade Platform and attempt to facilitate services that are materially similar to the services offered by or within the Cointrade Platform. The Cointrade Platform may compete with these alternatives, which could negatively impact the Cointrade Platform and CTT tokens, including the utility of the CTT tokens on the Cointrade Platform.

20. Unanticipated Risks: cryptographic tokens such as CTT tokens are a new and untested technology. In addition to the risks there are other risks associated with your acquisition, storage, transfer and use of CTT tokens, including those that Cointrade may not be able to anticipate.