



Digital Fastlane DF GmbH

Public Offer of up to EUR 43.75 Million Tokenized CAM Bearer Revenue Participation Rights (ISIN: AT0000A2KQT1)

This prospectus (the "**Prospectus**") relates to the offering of up to EUR 43.75 million tokenized 'CAM' bearer revenue participation rights (the "**Participation Rights**") of Digital Fastlane DF GmbH (LEI 529900XK7RD0YC271J19), a limited liability company (*Gesellschaft mit beschränkter Haftung*) established in the Republic of Austria (the "**Issuer**"). Participation Rights are tokenized and divided into 35,000,000 pieces with a nominal value of EUR 1.25 each (the "**Nominal Value**"). For each Participation Right subscribed, investors are entitled to one 'CAM' ERC20 token on the Ethereum Blockchain (the "**CAM Token**"). Investors are therefore also referred to as "**Tokenholders**".

Beginning on 1 January 2022, Tokenholders participate in the revenues of the Issuer as provided in the terms and conditions attached hereto as Schedule 1 (the "**Terms and Conditions**"). The Participation Rights constitute qualified subordinated obligations of the Issuer ranking subordinated to all other existing and future unsubordinated obligations. In the event of insolvency proceedings on the assets of the Issuer, claims arising pursuant to the Participation Rights will only be taken into account after all non-subordinated creditors have been fully satisfied. Tokenholders are not entitled to any payments if such payment would result in the insolvency of the Issuer.

The public offering (the "**Public Offering**") is made from 19 March 2021 until 31 December 2021 (the "**Offer Period**") in Austria, France, Germany, Italy and Spain (the "**Target Markets**"). The Participation Rights can be subscribed in the period from 2 June 2021 to 31 December 2021 (the "**Subscription Period**"). The issue price (the "**Issue Price**") changes over time and is based on the following schedule (percentages relate to the Nominal Value): 2 June 2021 to 30 June 2021: 90.0 %; 1 July 2021 to 31 July 2021: 95.0 %; 1 Aug 2021 to 31 Aug 2021: 97.0 %; 1 Sep 2021 to 30 Sep 2021: 98.5 %; 1 Oct 2021 to 31 Oct 2021: 99.0 %; 1 Nov 2021 to 30 Nov 2021: 99.5 %; 1 Dec 2021 to 31 Dec 2021: 100 %. The amount of Participation Rights subscribed multiplied by the applicable Issue Price is referred to as the "**Subscription Price**". The Participation Rights are subscribed by paying the Subscription Price to the Issuer in Euro, Bitcoin or Ether. The Issuer will announce all amounts issued on its website under <https://www.cam.tv/cam-token>.

Prospective investors should consider that investing in Participation Rights involves risks. For a discussion of certain significant risks, see chapter B. "RISK FACTORS". The occurrence of one or more of such risks could result in the loss of some or all of any investment made. An investment in Participation Rights is suitable only for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such investment.

THE PARTICIPATION RIGHTS CONSTITUTE A HIGH-RISK INVESTMENT. INVESTORS SHOULD THEREFORE ONLY INVEST A SMALL PART OF READILY AVAILABLE ASSETS, BUT IN NO CASE ALL AVAILABLE FUNDS OR BORROWED FUNDS. PARTICIPATION RIGHTS ARE SUITABLE ONLY FOR INVESTORS WHO HAVE QUALIFIED KNOWLEDGE OF SUCH FORM OF INVESTMENT AND CAN ASSESS THE RISKS ASSOCIATED.

This Prospectus constitutes a prospectus within the meaning of Article 6 item (3) of Regulation 2017/1129/EU (the "**Prospectus Regulation**"). It was drafted in accordance with Annexes 6, 14 and 22 of the Commission Delegated Regulation 2019/980/EU and in accordance with Appendix 2 of the Delegated Regulation 2019/979/EU and complies with the requirements of the Austrian Capital Market Act 2019. This Prospectus and any Supplement to it are available in electronic form on <https://www.cam.tv/cam-token>.

This Prospectus has been approved by the Austrian Financial Market Authority (the "**FMA**") as the competent authority under the Prospectus Regulation and Capital Market Act 2019. The accuracy of information contained in this Prospectus does not fall within the scope of examination by the FMA under applicable law. The FMA examines the Prospectus only in respect of its completeness, coherence and comprehensibility. The approval is not to be understood as an endorsement of the Issuer or the Participation Rights. Prospective investors should make their own assessment of the appropriateness of an investment.

Any important new circumstance or any material inaccuracy or incompleteness in relation to information contained in this Prospectus, which may influence the valuation of the Participation Rights and which occurs between the approval of this Prospectus and the end of the Offer Period or commencement of trading on a regulated market, must be published immediately in a supplement to this Prospectus in accordance with Article 23 of the Prospectus Regulation (each a "**Supplement**"). Such a Supplement must be approved by the FMA in the same way as the Prospectus and must be published in accordance with the same rules as when the Prospectus was published.

This Prospectus will be notified to France (*Autorité des Marchés Financiers*; "**AMF**"), Germany (*Bundesanstalt für Finanzdienstleistungsaufsicht*; "**BaFin**"), Italy (*Commissione Nazionale per le Società e la Borsa*; "**CONSOB**") and Spain (*Comisión Nacional del Mercado de Valores*; "**CNMV**"). The Participation Rights have not been and will not be registered under the securities laws of any jurisdiction other than Austria, and, in particular, have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") and may not be offered or sold in the United States except pursuant to an exemption from registration.

The validity of this Prospectus ends on 17 March 2022. Investors should bear in mind that after this Prospectus has expired, the Issuer is no longer obliged to prepare Supplements to this Prospectus in the event of important new circumstances or material inaccuracies.

Vienna, 18 March 2021

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IMPORTANT NOTICES

RESPONSIBILITY STATEMENT

The Issuer with its registered office in Klagenfurt, Austria is solely responsible for the information given in this Prospectus and declares that, to the best of its knowledge, the information contained in the Prospectus is in accordance with the facts and that the Prospectus contains no omission likely to affect its import.

The Issuer declares that it is an SME (small and medium-sized enterprises) within the meaning of Article 2 (f) of the Prospectus Regulation. In the last financial year the average number of employees was less than 250, the total balance sheet less than EUR 43,000,000 and the annual net turnover less than EUR 50,000,000. None of the key figures were reached in the Annual Financial Statements of the Issuer as at 31 December 2020.

USE OF BLOCKCHAIN TECHNOLOGY

The Participation Rights issued under this Prospectus use the Ethereum Blockchain as the underlying technology to facilitate the issuing process and the transfer of securities from one person to another. Investors who have not yet familiarized themselves with this technology are encouraged to start by reading the explanations in chapter D. subsection 4.1. (Description of type and class of the securities to be offered) under the subheading 'Blockchain Technology' and continue with the description of certain risks associated with this technology under chapter B. "RISK FACTORS" under the heading 'Risks related to Blockchain technology'.

NOTICE

This Prospectus should be read and understood in conjunction with any other documents incorporated herein by reference. The Issuer has confirmed that this Prospectus contains all information with respect to the Issuer and the Participation Rights which is material to their offer and issue, the information contained herein with respect to the Issuer and the Participation Rights is accurate in all material respects and not misleading, the opinions and intentions expressed therein with respect to the Issuer and the Participation Rights are honestly held, there are no other facts with respect to the Issuer or the Participation Rights the omission of which would make the Prospectus misleading in any material respect; and that all reasonable enquiries have been made to ascertain such facts and to verify the accuracy of all statements contained herein.

No person has been authorized to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by or on behalf of the Issuer. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the financial situation of the Issuer since the date of this Prospectus, or that the information herein is correct at any time since the date of this Prospectus.

Except for the Issuer, no other person mentioned in this Prospectus is responsible for the information contained in this Prospectus or any other document incorporated herein by reference, and accordingly, and to the extent permitted by the law of any relevant jurisdiction, none of these persons make any representation or warranty or accept any responsibility as to the accuracy and completeness of the information contained in any of these documents.

Each investor contemplating purchasing any Participation Rights should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. This Prospectus does not constitute an offer of Participation Rights or an invitation by or on behalf of the Issuer to purchase any Participation Rights. Neither this Prospectus nor any other information supplied in connection with the Participation Rights should be considered as a recommendation by the Issuer to a recipient hereof and thereof that such recipient should purchase any Participation Rights.

The Issuer does not consent that this Prospectus is used for or in connection with the subsequent resale or final placement of the Participation Rights in connection with an offer of Participation Rights to the public within the meaning of the Prospectus Regulation.

The language of this Prospectus is English. This Prospectus reflects the status as of its date. Neither the delivery of this Prospectus nor the offering, sale or delivery of the Participation Rights shall, in any circumstance, create any implication that the information contained herein is accurate and complete subsequent to the date hereof or that there has been no adverse change in the financial situation of the Issuer since such date or any other information supplied in connection with the issue of the Participation Rights is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and the offering, sale and delivery of the Participation Rights in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer to inform themselves about and to observe any such restrictions. In particular, the Participation Rights have not been and will not be registered in the United States under the U.S. Securities Act.

This Prospectus may only be used for the purpose for which it has been published. It does not constitute an offer or an invitation to subscribe for or purchase any Participation Rights. This Prospectus may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "anticipate", "believe", "could", "estimate", "expect", "intend", "may", "plan", "predict", "project", "will" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding the Issuer's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including the Issuer's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The Issuer's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following chapters of this Prospectus: chapter B. "RISK FACTORS" and chapter C. "INFORMATION ON THE ISSUER". These chapters include more detailed descriptions of factors that might have an impact on the Issuer's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, none of the Issuer assumes any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

ROUNDING ADJUSTMENTS

Rounding adjustments have been made in calculating some of the financial information included in this Prospectus and are exact arithmetic aggregations of the actual figures. Accordingly, in certain cases, the sum of the numbers in a column in a table may not conform to the total figure given for that column. The percentages contained in this Prospectus were calculated not on the basis of rounded figures but of exact figures (before approximation).

DEFINITIONS AND GLOSSARY

3Technology	3Technology S.r.l. a limited liability company registered under Italian law with its business address Via Trieste 122, 33050 Gonars, Italy.
Address	Alphanumeric string that is generated following certain mathematical rules and that serves as identifier for Transactions on a Blockchain.
AMF	French Financial Markets Regulator (<i>Autorité des Marchés Financiers</i>).
ANC	French Accounting Standards Authority (<i>Autorité des Normes Comptables</i>).
Annual Financial Statements	Audited annual financial statements of the Issuer for a given year prepared in accordance with applicable regulation.
API	Application programming interface that allows two or more applications to exchange data between one another.
Articles of Association	The articles of association of the Issuer, stipulating the legal relationship between the Shareholders, a current version of which is attached to this Prospectus as <u>Schedule 4</u> .
Assignment Whitelisting	Providing the Issuer with identification of the assignee, evidence of a current residential address, and payment details to receive payments from the Issuer, thereby enabling an assignment of the Participation Rights as well as a corresponding transfer of Cam Tokens after expiration of the Lock-Up Period.
Audited Annual Financial Statements 2020	Audited annual financial statements of the Issuer as per 31 December 2020 as annexed as <u>Schedule 3</u> to this Prospectus.
Austrian Capital Markets Act 2019	Austrian Federal Act on the Public Offering of Securities and Other Capital Investments and on the Repeal of the Securities Emission Law (<i>Kapitalmarktgesetz</i> ; KMG), as amended.
Austrian Companies Register	Austrian companies register as maintained by the Austrian higher courts in commercial matters (<i>Firmenbuchgerichte</i>).
Austrian Corporate Code	Austrian Federal Act on Special Civil Law Regulations for Companies (<i>Unternehmensgesetzbuch</i> ; UGB), as amended.
Austrian Corporate Income Tax Act	The Austrian Federal Act on the Taxation of Corporate Income (<i>Körperschaftsteuergesetz 1988</i> ; KStG 1988), as amended.
Austrian Federal Fiscal Code	The Austrian Federal Act on General Provisions and the Procedure for Taxes Administered by the Federal, Regional and Communal Tax Authorities (<i>Bundesabgabenordnung</i> ; BAO), as amended.
Austrian Financial Markets Anti-Money Laundering Act	The Austrian Federal Act on the prevention of money laundering and terrorist financing in financial markets (<i>Finanzmarkt-Geldwäschegesetz</i> ; FM-GwG), as amended.
Austrian Income Tax Act	The Austrian Federal Act on the Taxation of the Income of Natural Persons (<i>Einkommensteuergesetz 1988</i> ; EStG 1988), as amended.

Austrian Insolvency Act	The Austrian Federal Act on Insolvency Proceedings (<i>Insolvenzordnung</i> ; IO).
Austrian Limited Liability Companies Act	The Austrian Federal Act of 6 March 1906 on limited liability companies (<i>GmbH-Gesetz</i> ; <i>GmbHG</i>), as amended.
Austrian Notes Trustee Supplementation Act	The Austrian Federal Act of 5 December 1877 on the representation of the owners of debentures or partial bonds made out to the bearer or transferable by endorsement (<i>Kuratorenenergänzungsgesetz</i> ; KurErgG).
Austrian Notes Trustee Act	The Austrian Federal Act of 24 April 1874 on the joint representation of the rights of the owners of partial debentures made out to the bearer or transferable by endorsement and the accounting treatment of the mortgage rights granted for such partial debentures (<i>Kuratorenengesetz</i> ; KurG).
Austrian Stamp Duty Act	Austrian Act on Stamp Duty (<i>Gebührengesetz</i> ; GebG), as amended.
BaFin	German Financial Market Authority (<i>Bundesanstalt für Finanzdienstleistungsaufsicht</i>).
Block	A confirmation of Transaction Requests in the Blockchain which does not occur on an individual basis but for multiple Transaction Requests <i>en bloc</i> .
Blockchain	Technology that stores Transactions in Blocks and which is used as the technological basis for the tokenized Participation Rights issued under this Prospectus.
Calculation Day	Beginning on 11 January 2022, the day the Revenue Share for the preceding calendar week will be calculated, which will be Tuesday of the current calendar week.
CAM Token	Ethereum-based token issued under this Prospectus that represent tokenized Participation Rights as described in this Prospectus.
Cam.TV Academy	Part of the Cam.TV Platform where users can access on-demand courses.
Cam.TV Card	A prepaid Mastercard debit card with Cam.TV branding and issued by Crosscard S.A., a payment service provider licenced in Luxembourg with its business address 26-28, rue Edward Steichen, 2540 Luxembourg.
Cam.TV Platform	The social community and video streaming platform of the Issuer available at https://www.cam.tv/ .
CERFA	French Center for Registration and Review of Administrative Forms (<i>Centre d'Enregistrement et de Révision des Formulaires Administratifs</i>).
CGI	French General Tax Code (<i>Code Général des Impôts</i>).
CIT	Spanish corporate income tax.
CIT Act	Spanish Corporate Income Tax Law 27/2014.

CMF	French Monetary and Financial Code (<i>Code Monétaire et Financier</i>).
CNMV	Spanish National Securities Market Commission (<i>Comisión Nacional del Mercado de Valores</i>).
CONSOB	Italian Companies and Exchange Commission (<i>Commissione Nazionale per le Società e la Borsa</i>).
Creators	Users who offer paid products or services to other users on the Cam.TV Platform.
Dash	The open-source virtual currency launched in January 2014 as a fork of the Bitcoin protocol.
Delivery Address	The Ethereum Address that was provided by the Subscriber where the Issuer shall deliver the subscribed amount of tokenized Participation Rights.
Distribution Threshold	The threshold below which a Revenue Distribution shall not occur and the Revenue Shares shall accumulate until the threshold is reached or exceeded and be paid out in the next Revenue Distribution; the Distribution Threshold is equal to a Revenue Share of EUR 0.01, i.e., the Revenue is equal to EUR 1,000,000.
Distribution Day	The fifth business day of each calendar month, beginning on 7 February 2022, when the Issuer shall effect a Revenue Distribution.
ERC20	The technical standard for tokens on the Ethereum Blockchain that offers basic functionalities to transfer tokens, obtain account balances, get the total supply of tokens and allow token transfers.
Ethereum	The open-source, public and blockchain-based distributed computing platform featuring Smart Contract functionality (scripting), which facilitates online contractual agreements.
Ethereum 2.0	The long-planned upgrade to the Ethereum Blockchain intended to increase scalability and security while reducing energy consumption by switching from a Proof of Work to a Proof of Stake consensus algorithm.
EU	European Union.
Euro or EUR	The currency used by the Institutions of the European Union and the official currency of the Eurozone.
FMA	Austrian Financial Market Authority (<i>Finanzmarktaufsichtsbehörde</i>).
Founders	Early users of the Cam.TV Platform.
General Meeting	The annual meeting of the Shareholders.
GmbH	Limited liability company pursuant to Austrian law (<i>Gesellschaft mit beschränkter Haftung</i>).
Group	The Issuer, 3Technology and Hashrate Labs.
Hashrate Labs	Hashrate Labs OÜ, a limited liability company registered under Estonian law with its business address Ahtri 6a, 10151 Tallinn, Estonia.

Issue Price	The issue price of the tokenized Participation Rights, which changes over time and is based on the following schedule (percentages relate to the Nominal Value): 2 June 2021 to 30 June 2021: 90.0 %; 1 July 2021 to 31 July 2021: 95.0 %; 1 August 2021 to 31 August 2021: 97.0 %; 1 September 2021 to 30 September 2021: 98.5 %; 1 October 2021 to 31 October 2021: 99.0 %; 1 November 2021 to 30 November 2021: 99.5 %; 1 December 2021 to 31 December 2021: 100 %.
Issuer	Digital Fastlane DF GmbH, an Austrian limited liability company (<i>Gesellschaft mit beschränkter Haftung</i>) registered with the Austrian Companies Register under FN 444924 a, having its seat at Lakeside B10, 9020 Klagenfurt, Austria.
ITC	Presidential decree no. 917/1986, also known as the Italian Income Tax Act.
LKS Foundation	An Italian non-profit foundation with fiscal code number 91098930935, having its seat at Villanova di sotto 16 / a 33170 Pordenone (PN), Italy.
LKSC	The ERC20 equivalent of LKSCOIN on the Ethereum Blockchain.
LKSCHAIN	The LKSCOIN Blockchain, which was launched in 2017 by the LKS Foundation with the goal of creating a blockchain-based digital asset that can be easily integrated into social networks and more generally in user-generated content platforms.
LKSCOIN	The native coin on the LKSCHAIN.
Lock-Up Period	The period from issuance of the CAM Token until 31 December 2022, during which no assignment of the Participation Rights and no transfer of CAM Tokens may occur.
Managing Director	Mr. Gabriele Visintini, born 9.3.1972.
Masternode	Node on the LKSCHAIN that has 100,000 LKSCOIN staked (i.e., locked up) in a corresponding Wallet.
MiFID II	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as amended.
Network	Multitude of nodes in a peer-to-peer network that constantly synchronize the Transaction data stored in a respective Blockchain.
Nominal Value	The nominal value of EUR 1.25 of a single piece of tokenized Participation Right.
Offer Period	The Public Offering of the tokenized Participation Rights under this Prospectus from 19 March 2021 until 31 December 2021.
Participation Rights	The tokenized 'CAM' bearer revenue participation rights of the Issuer offered in this Public Offering.
PIT	Spanish personal income tax.
PIT Act	Spanish Personal Income Tax Law 35/2006.
Private Key	Alphanumeric value that is required to sign a Transaction Request from one Address to another Address on a given Blockchain.

Proof of Stake	A consensus mechanism that is designed to be more energy efficient than Proof of Work, which requires network participants to lock up (i.e., 'stake') a certain number of coins for the ability to participate in the proposing and validating of new Blocks on the Blockchain in return for rewards in the form of the Blockchain's native coin.
Proof of Work	A consensus mechanism that requires network participants to expend significant amounts of computer power to add new Blocks to the Blockchain in a process called 'mining'.
Prospectus	This prospectus that relates to the offering of up to EUR 43.75 million tokenized CAM Bearer Revenue Participation Rights including all documents incorporated by reference and any Supplements thereto.
Prospectus Regulation	Regulation 2017/1129/EU of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended.
Public Offering	The public offering of the tokenized Participation Rights under this Prospectus.
Reference Rate	For subscriptions paid in Bitcoin or Ether, the respective exchange rate as published at www.coinmarketcap.com at the time the transaction request is placed on the respective Blockchain. If www.coinmarketcap.com discontinues its service, the Issuer shall determine another source with comparable relevance and accuracy.
Return Address	<p>The Address on the Ethereum Blockchain the Issuer requires that the Tokenholder first returns the CAM Tokens to in the event of a termination of the tokenized Participation Rights.</p> <p>The Return Address is: 0xd4C96A1e281b5dbc6e9c3b0531F526Be723aB4Cb</p>
Revenue	The results from the amounts derived from sales of products and rendering of services on or by the Cam.TV Platform and received by the Issuer, net of sales reduction and value added tax and other taxes directly related to turnover (pursuant to § 231 para (2) item 1 and § 189a item 5 of the Austrian Corporate Code).
Revenue Distribution	Payment of the Revenue Share of the previous calendar month to the Tokenholders.
Revenue Participation	The participation of Tokenholders by means of the law of obligations (<i>schuldrechtlich</i>) in the Revenue of the Issuer derived from the Cam.TV Platform.
Revenue Share	The participation of a single CAM Token in the Revenue, i.e., 0.000001 % of Revenue.
Royalty Voucher Agreement	Agreement concluded between the Issuer and Founders that grant Founders, against an initial payment, the right to invest in the Issuer's future public offering for no additional payment.
Shareholders	The shareholders of the Issuer pursuant to the Austrian Limited Liability Companies Act, which are at the date of this Prospectus Mr. Gabriele Visintini, Mr. Ivan Prez and Mr. Marco Minin.

Smart Contract	Smart Contract on the Ethereum platform, i.e., decentralized computer programs that execute certain tasks based on their programming without the need of intermediaries or third parties.
Subscribers	Interested investors that are in the process of subscribing or have subscribed to the tokenized Participation Rights issued under this Prospectus but to whom the Issuer has not yet delivered CAM Tokens.
Subscription Whitelisting	The Subscriber (i) providing the Issuer with a duly completed Subscription Form, identification of the Subscriber, evidence of a current residential address, payment details to receive payments from the Issuer and (ii) the Issuer confirming to the Subscriber that payment of the Subscription Price may be made.
Subscription Address	Address on a Blockchain where payments can be made in order to subscribe to the tokenized Participation Rights issued under this Prospectus. The Subscription Addresses are: Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejg2aq0w0fxsrgv Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303
Subscription Amount	Amount of pieces of tokenized Participation Rights a Subscriber has subscribed.
Subscription Bank Account	The bank account of the Issuer where payments can be made to in order to subscribe to the tokenized Participation Rights issued under this Prospectus; IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW
Subscription Form	Online form used to subscribe to the tokenized Participation Rights, which is available on the Issuer's website at www.cam.tv/cam-token , and the paper subscription form as attached to this Prospectus in <u>Schedule 2</u> .
Subscription Period	Period from 2 June 2021 to 31 December 2021 during which a subscription of the tokenized Profit Participation Rights can be made.
Subscription Price	The Subscription Amount multiplied by the applicable Issue Price.
Subsidiaries	3Technology and Hashrate Labs.
Supplement	Supplement to this Prospectus, published in the same way as this Prospectus and which must be approved by the FMA, which the Issuer is obligated to publish if significant new factors, material mistakes or inaccuracies relating to the information contained in this Prospectus become apparent which are capable of affecting the assessment of the tokenized Participation Rights and which arises or are noted between the time when the Prospectus is approved by the FMA and the final closing of the offer to the public.
Target Markets	The jurisdictions where this Prospectus was either approved in or where it is notified to, i.e., Austria, France, Germany, Italy and Spain.
Terms and Conditions	The terms and conditions of the tokenized Participation Rights as attached to this Prospectus as <u>Schedule 1</u> .
Tokenholders	Persons holding CAM Token on an Address on the Ethereum Blockchain.
Transaction	The transfer of a certain value from one Address on a Blockchain to another Address that is permanently stored in the Blockchain.

Transaction Request	The request of transferring a certain value from one Address to another Address on a Blockchain; Transaction Requests are confirmed by the Network of the respective Blockchain and, if confirmed, become permanently stored as Transactions in that Blockchain.
U.S. Securities Act	The United States Securities Act of 1933, as amended.
VAT	Value Added Tax.
Wallet Software	Software that is required to access the CAM Tokens and which must support ERC20 tokens natively for a Tokenholder to be able to access their CAM Tokens.

A. SUMMARY

1. English Summary

Section A – Introduction and Warnings

A.1. The name and international securities identification number (ISIN) of the securities

The name of the securities is "CAM Bearer Revenue Participation Rights".

The ISIN is AT0000A2KQT1.

A.2. The identity and contact details of the Issuer, including its legal entity identifier (LEI)

The Issuer is Digital Fastlane DF GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) established in the Republic of Austria and registered with the Austrian Companies Register under FN 444924 a, having its seat at Lakeside B10, 9020 Klagenfurt, Austria.

The Issuer's telephone number is +43 720 88 16 22.

The Issuer's Legal Entity Identifier (LEI) is 529900XK7RD0YC271J19.

A.3. Where applicable, the identity and contact details of the offeror, including its LEI if the offeror has legal personality, or of the person asking for admission to trading on a regulated market

Not applicable.

A.4. The identity and contact details of the competent authority approving the prospectus and, where different, the competent authority that approved the registration document or the universal registration document

The Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*, the "FMA") is the competent authority responsible for approving the Prospectus.

Address: Otto-Wagner-Platz 5, 1090 Vienna, Austria

Phone: +43 1 249 590

Fax: +43 1 249 59 54 99

Email: prospektaufsicht@fma.gv.at

A.5. The date of approval of the Prospectus

18 March 2021

A.6. Warnings

This summary should be read as an introduction to the Prospectus. Any decision to invest in the tokenized Participation Rights should be based on consideration of the Prospectus as a whole by the investor.

You are about to purchase a product that is not simple and may be difficult to understand. Investors could lose all or part of the invested capital.

Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.

Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the tokenized Participation Rights.

Section B – Key information on the Issuer

B.1. Who is the issuer of the securities?

The Issuer is registered in the Austrian Companies Register under the name Digital Fastlane DF GmbH.

B.1.1. Its domicile and legal form, its LEI, the law under which it operates and its country of incorporation

The Issuer is a limited liability company (*Gesellschaft mit beschränkter Haftung*) established in the Republic of Austria and registered with the Austrian Companies Register under FN 444924 a, having its seat at Lakeside B10, 9020 Klagenfurt, Austria.

The Issuer operates under the laws of Austria, applicable European laws, and, to the extent applicable, in accordance with international conventions.

The Legal Entity Identifier (LEI) is 529900XK7RD0YC271J19.

B.1.2. Its principal activities

Cam.TV Platform

The Issuer runs a social community and video streaming platform called the "Cam.TV Platform", available at www.cam.tv, that enables its users to monetize their passions and skills. The Cam.TV Platform functions as an online marketplace where users are able to share content in exchange for payment. The Issuer aims to foster an active, diverse social marketplace where users can share their knowledge and be compensated for it.

Channels

Every user receives their own personal channel when they first register on the Cam.TV Platform. Channels serve as personalized landing pages that display a user's postings, videos and other digital content. Users can personalize their channels by sharing information about themselves, writing blog posts, and uploading video content. Other users can discover, follow and rate channels that match their interests. Postings from followed channels appear on the user's homepage. Channels include messaging and video-call features, allowing users to communicate directly with one another.

Postings

Users can share content that might be of interest to other users by posting messages, pictures and videos on their personal channel. Users can comment on postings and share them on other social media websites such as Facebook or Twitter. Users can also use the 'support' button to indicate their support for postings. This 'support' feature is similar to giving 'likes' on Facebook, except users of the Cam.TV Platform stand to gain economic benefits as well as reputational benefits for posting popular content. When a user clicks on the 'support' button, they are given the option to donate virtual currency to the user that posted the content.

The 'support' feature currently works only with LKSCoin, a type of virtual currency that exists on the LKSCoin Blockchain. The Cam.TV Platform, however, is not dependent on LKSCoin to facilitate transfers of value on the platform. The Issuer could in principle substitute LKSCoin with another type of virtual currency in the future.

Marketplace

The Cam.TV Platform also serves as a marketplace where users can offer their products and services to other users against payment. Users who offer paid products or services to other users on the Cam.TV Platform are referred to as "Creators". Creators can offer products such as articles and videos as well as services such as consulting or educational services. The Issuer, through its subsidiary 3Technology, charges Creators a fee when the content of a Creator is sold to other users. The fee is based on the type of subscription the Creator has, charging 20 % of the purchase price of the Creator's content for 'Cam.TV Go' subscribers, 10 % for 'Cam.TV Business: Advanced' subscribers and 5 % for 'Cam.TV Business: Professional' subscribers.

On the Cam.TV Platform marketplace, users can also access on-demand courses for free or against payment and engage in virtual advisory services such as one-on-one lessons or group webinars via live video streaming.

Sale of Cam.TV Products

To monetize the Cam.TV Platform, the Issuer, through its subsidiary 3Technology, sells products related to the Cam.TV Platform. At the date of this Prospectus, the products offered to users for purchase consist of the sales funnel, subscriptions, channels, data storage, personalized web domains, marketing and advertising ("Cam.TV Products"). Other Cam.TV Products can be purchased individually or together via a subscription. Purchasers of subscriptions receive additional benefits such as reduced Cam.TV Platform fees and personal technical support. Subscribers also receive access to courses on the Cam.TV Academy. The specific Cam.TV Products offered are subject to change.

The Issuer currently offers three subscription models to customers (prices VAT excluded). The starting subscription is named 'Cam.TV Go', available for EUR 7.90 per month or EUR 78.00 per year. 'Cam.TV Business' is designed for more professional users and can be purchased as an 'advanced' or a 'professional' model. Current prices for the advanced version are EUR 49.00 per month or EUR 480.00 per year; for the professional model prices are EUR 247.00 per month or 1,470.00 yearly. The subscription models and prices are subject to change.

Partnership with the LKS Foundation

The Issuer has entered into a partnership with the LKS Foundation, an Italian non-profit organization with its seat in Pordenone, Italy and the creator and developer of the LKSCoin Blockchain. Two of the Issuer's Shareholders, Marco Minin and Ivan Prez, as well as certain team members of the Issuer, serve as advisors to the LKS Foundation. The partnership relates to the integration of LKSCoin on the Cam.TV Platform and the conducting of research and development of new applications of blockchain technology, particularly relating to the LKSCoin Blockchain. The Issuer and the LKS Foundation are in the early stages of developing a non-fungible token (NFT) that could be used on the Cam.TV Platform to trace the ownership (copyright) of products offered on the Cam.TV Platform marketplace.

B.1.3. Its major shareholders, including whether it is directly or indirectly owned or controlled and by whom

To the extent known to the Issuer, there are no persons who, directly or indirectly, have a notifiable interest in the Issuer's capital or voting rights under Austrian law other than its Shareholders:

Issuer Shareholder	Shares in Total Capital	Subscribed Share Capital
Gabriele Visintini	60.00 %	EUR 60,000.00
Ivan Prez	20.00 %	EUR 20,000.00
Marco Minin	20.00 %	EUR 20,000.00

(Source: Austrian Companies Register as of the date of this Prospectus)

B.1.4. The identity of its key managing directors

Gabriele Visintini, born 9.3.1972, Gerbergasse 5/3, 9500 Villach, Austria is CEO and sole managing director of the Issuer.

B.1.5. The identity of its statutory auditors

The Issuer has no statutory auditor. The Issuer's Audited Annual Financial Statements 2020 have been audited by KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Vienna, Austria and have been issued with an unqualified audit opinion, including an emphasis of matter regarding material uncertainty related to going concern.

B.2. What is the key financial information regarding the issuer?

The following key financial information is based on the Issuer's Audited Annual Financial Statements 2020.

Income statement

<i>Figures presented in EUR</i>	2020	2019
Operating result	-6,604.45	-476,705.06

Balance sheet

<i>Figures presented in EUR</i>	2020	2019
Net financial debt (long term debt plus short term debt minus cash)	3,329,961.61	2,621,456.46

Net financial debt includes the participatory capital as well as bank loans and other liabilities from partners minus bank balances.

Cash flow statement

<i>Figures presented in EUR</i>	2020	2019
Net Cash flows from operating activities	116,994.85	188,322.37
Net Cash flows from financing activities	398,488.84	-1,960.56
Net Cash flows from investing activities	-825,500.00	-950,900.00

B.3. What are the key risks that are specific to the issuer?

The Issuer assesses the following risks as "high" risks:

- Despite the Issuer's negative equity, the Audited Annual Financial Statements 2020 contain a going concern forecast that the Issuer can function without the threat of insolvency for the next 12 months. The going concern forecast represents the opinion of the management of the Issuer. If the going concern forecast is inaccurate, an insolvency of the Issuer is likely to occur and Tokenholders would likely suffer a total loss of their investment.
- It is unclear whether the Issuer will be able to raise enough capital in this Public Offering to implement its business plan. If the Issuer fails to raise a sufficient amount of capital, it could impede the future development of the Cam.TV Platform or lead to an insolvency of the Issuer. This could result in fewer distributions to Tokenholders or, in the case of the Issuer's insolvency, a total loss of Tokenholders' investment.
- The Issuer may not be able to compete effectively for users. Fewer users of the Cam.TV Platform may negatively affect the Issuer's business, results of operations and financial condition.
- The Issuer is a young company. It is uncertain if the Issuer's business model can be operated profitably. If the Issuer's assumptions in the business model do not prove to be right, the Issuer may never successfully build up its business.
- The success of the Cam.TV Platform depends on a large number of users, particularly Creators, producing high-quality content and offering high-quality products and services. Failure to attract and retain a large community of users, especially Creators, could materially and adversely affect the Issuer's business.
- Creators may attempt to circumvent the Cam.TV Platform and offer their services elsewhere. Efforts to prevent such circumvention may be costly for the Issuer, may not be effective, and may adversely affect the Issuer's brand or user experience.

- The COVID-19 pandemic has disrupted the Issuer's businesses and operations and may continue to do so until the virus can be contained or eradicated. A failure to contain or eradicate COVID-19 may have a material adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer assess the following risks as "medium" risks:

- The Issuer relies on its subsidiary 3Technology for the monetization of the Cam.TV Platform. If 3Technology ceased its operations, this could lead to material delays and higher costs in the implementation of the Issuer's business plan.
- The Issuer is not currently profitable and may require additional capital to support its ongoing business development. There is a risk that refinancing may not be available for the Issuer on acceptable terms. An inability of the Issuer to obtain additional capital, if required, could have a material adverse effect on the Issuer's business, results of operations and financial condition.

Section C – Key information on the securities

C.1. What are the main features of the securities?

The securities are tokenized bearer revenue participation rights. The Participation Rights are tokenized, which means that all rights in connection with the Participation Rights are linked to the possession of the respective CAM Token on the Ethereum Blockchain. Any person holding Participation Rights is also referred to as a Tokenholder.

In total, up to EUR 43,750,000 tokenized Participation Rights will be issued, divided into up to 35,000,000 single pieces with a nominal value of EUR 1.25 each. The ISIN of the tokenized Participation Rights is AT0000A2KQT1.

Beginning on 1 January 2022, Tokenholders participate by means of the law of obligations in the Revenue of the Issuer. "Revenue" means results from the amounts derived from sales of products and rendering of services on or by the Cam.TV Platform and received by the Issuer, net of sales reduction and value added tax and other taxes directly related to turnover (pursuant to § 231 para (2) item 1 and § 189a item 5 of the Austrian Corporate Code; *Unternehmensgesetzbuch*). Revenue originates from the following sources (all through 3Technology): (i) direct sales of Cam.TV Products to users; (ii) indirect sales of Cam.TV Products to users via third-party distributors; and (iii) fees charged to Creators when the content of a Creator is sold to other users. Profit distributions from the Issuer's Subsidiaries do not qualify as Revenue.

Each tokenized Participation Right participates in 0.000001 % of the Revenue. For every EUR 1,000,000 in Revenue received by the Issuer, the Issuer distributes to Tokenholders EUR 0.01 per CAM Token. Distributions are made on the fifth business day of each calendar month if the EUR 1,000,000 threshold is met.

As an example, if the Issuer's Revenue for a certain month is EUR 1,500,000, the Issuer would distribute to Tokenholders EUR 0.01 per CAM Token. A Tokenholder holding 1,000 CAM Tokens would therefore receive EUR 10 for that particular month (EUR 0.01 * 1,000). The calculation of Revenue for the subsequent month would include the remaining EUR 500,000 that were not part of the distribution calculation in the previous month.

The tokenized Participation Rights do not have a maturity date. The Issuer waives its right to ordinary termination completely. Tokenholders may ordinarily terminate the tokenized Participation Rights effective 31 December 2032 at the earliest, provided that notice was provided by 30 September 2032. The Issuer and Tokenholders may terminate the tokenized Participation Rights for good cause (*außerordentliche Kündigung*) without having to observe any notice period. For example, the Issuer may terminate the Participation Rights in part vis-à-vis a single Tokenholder for good cause if that Tokenholder is in breach of its obligations concerning the Assignment Whitelisting, or in whole if changes in applicable laws such as supervisory laws or taxation laws make further compliance with the terms of the Participation Rights impossible for the Issuer. There is no final payment or repayment obligation upon termination of the tokenized Participation Rights.

The tokenized Participation Rights constitute qualified subordinated obligations of the Issuer ranking subordinated to all other existing and future unsubordinated obligations. Tokenholders are not entitled to any payments if such payment would result in the insolvency of the Issuer. In the event of insolvency proceedings on the assets of the Issuer, the claims arising pursuant to the tokenized Participation Rights will only be taken into account after all non-subordinated creditors have been fully satisfied.

The tokenized Participation Rights are not assignable before 1 January 2023. Starting 1 January 2023, an assignment of the Participation Rights as well as a corresponding transfer of CAM Tokens is permissible only after the assignor has provided the Issuer with identification of the assignee, evidence of the assignee's current residential address, and payment details to receive payments from the Issuer and the Issuer confirmed to the assignor that an assignment may be made.

C.2. Where will the securities be traded?

The Issuer currently does not intend to apply for admission to trading of the tokenized Participation Rights. The Issuer also does not intend to apply for admission to trading of the CAM Tokens on any digital asset exchange so long as there is no such exchange with the appropriate licenses. Once there are any such exchanges that fulfil the legal requirements, the Issuer might consider listing the CAM Tokens on such an exchange.

C.3. Is there a guarantee attached to the securities?

There is no guarantee attached to the tokenized Participation Rights.

C.4. What are the key risks that are specific to the securities?

The Issuer assesses the following risks as "high" risks:

- Due to the qualified subordination of the tokenized Participation Rights, the Issuer may never effect a Revenue Distribution and, even if Revenue Distributions are effected, Tokenholders may never receive a positive return on their investment.
- The tokenized Participation Rights are subject to contractual transfer restrictions, which may prevent Tokenholders from freely disposing of their tokenized Participation Rights. Tokenholders may therefore have to bear the risk of an investment in the tokenized Participation Rights for a potentially indefinite period of time.
- There is currently no liquid market for the tokenized Participation Rights and an active and liquid market may never develop. If a liquid market never develops, the value of the tokenized Participation Rights and a Tokenholder's ability to sell the tokenized Participation Rights when desired may be negatively affected.
- Even if an active and liquid market should develop, the price of the tokenized Participation Rights may be highly volatile. Tokenholders bear the risk of an uncertain market price if they decide to sell their tokenized Participation Rights. Tokenholders may therefore not be able to sell the tokenized Participation Rights at a favourable price.

The Issuer assesses the following risks as "medium" risks:

- If 3Technology fails to transfer to the Issuer the net income it receives pursuant to the Licensing Agreement, the amount of Revenue distributed to Tokenholders may be negatively affected.
- There may be high transaction costs and fees associated with transferring the tokenized Participation Rights. These ancillary costs will affect the value of the tokenized Participation Rights and may decrease their financial return, if any, particularly in the case of a small investment.

**Section D – Key information on the offer of securities
to the public and/or the admission to trading on a regulated market**

D.1. Under which conditions and timetable can I invest in this security?

The tokenized Participation Rights can be subscribed by interested investors in the period from 2 June 2021 to 31 December 2021. The minimum subscription amount is 800 pieces. The Issue Price of the tokenized Participation Rights changes over time based on the following schedule:

Period	Discount (% of Nominal Value)	Issue Price	Minimum Subscription Price
02.06.2021 – 30.06.2021	90.0	EUR 1.12500	EUR 900
01.07.2021 – 31.07.2021	95.0	EUR 1.18750	EUR 950
01.08.2021 – 31.08.2021	97.0	EUR 1.21250	EUR 970
01.09.2021 – 30.09.2021	98.5	EUR 1.23125	EUR 985
01.10.2021 – 31.10.2021	99.0	EUR 1.23750	EUR 990
01.11.2021 – 30.11.2021	99.5	EUR 1.24375	EUR 995
01.12.2021 – 31.12.2021	100.0	EUR 1.25000	EUR 1,000

To subscribe to the tokenized Participation Rights, a Subscriber must first complete the Subscription Whitelisting process by submitting to the Issuer a duly completed Subscription Form and providing the Issuer certain identifying information (e.g., name, date of birth, residential address) and payment details to receive distributions from the Issuer. After the Issuer has confirmed to the Subscriber that a subscription can be made, the tokenized Participation Rights are subscribed by paying the Subscription Price in Euro to the Issuer's bank account (IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW), or in Bitcoin or Ether using the Reference Rate to the following Subscription Addresses:

Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejg2aq0w0fxsrgv

Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303

"Reference Rate" means the respective exchange rate as published at www.coinmarketcap.com at the time the transaction request was placed on the respective Blockchain.

After the Subscription Price has been received by the Issuer and all bank transfer costs, if any, have been paid by the Subscriber, the Issuer transfers the CAM Tokens to the Ethereum Address indicated by the Subscriber on the Subscription Form. The Issuer will deliver the CAM Tokens on the last day of the calendar month the tokenized Participation Rights were subscribed. To receive and manage the CAM Tokens, Tokenholders shall use a Wallet Software that supports ERC20 tokens. If the Tokenholders are using a Wallet Software that does not support ERC20 tokens, the Tokenholders will receive the CAM Tokens but the Tokenholders will not be able to manage or transfer the CAM Tokens to a different Address on the Ethereum Blockchain. To manage or transfer the CAM Tokens, Tokenholders would first need to import the Address to another Wallet Software that supports ERC20 tokens.

The Issuer estimates the total costs for the issue to be approx. EUR 150,000 plus 5 to 15 % of the subscribed amount for marketing purposes.

Investors may be required to pay usual transaction fees when paying the Subscription Price to the Issuer.

D.2. Who is the offeror and/or the person asking for admission to trading?

The Issuer is the only offeror. The tokenized Participation Rights are not planned to be traded on a regulated market.

D.3. Why is this prospectus being produced?

The Issuer considers this Public Offering necessary for the Issuer's business plan of further developing the Cam.TV Platform and strengthening the Issuer's long-term liquidity as well as financing other business activities of the Issuer and its Subsidiaries.

The Public Offering is not subject to an underwriting agreement on a firm commitment basis.

The Issuer is not aware of any material conflicts of interest pertaining to the Public Offering.

2. German Translation

Abschnitt A – Einleitung und Warnhinweise

A.1. Die Bezeichnung und die internationale Wertpapier-Identifikationsnummer (ISIN) der Wertpapiere

Die Bezeichnung der Wertpapiere lautet "CAM Bearer Revenue Participation Rights".

ISIN: AT0000A2KQT1.

A.2. Die Identität und Kontaktdaten des Emittenten, einschließlich der Rechtsträgerkennung (LEI)

Der Emittent ist die Digital Fastlane DF GmbH, eine österreichische Gesellschaft mit beschränkter Haftung mit Sitz in Lakeside B10, 9020 Klagenfurt, Österreich und eingetragen im österreichischen Firmenbuch unter der Firmenbuchnummer 444924 a.

Die Telefonnummer der Emittentin ist +43 720 88 16 22.

Die Rechtsträgererkennung (LEI) der Emittentin ist 529900XK7RD0YC271J19.

A.3. Gegebenenfalls die Identität und Kontaktdaten des Anbieters, einschließlich der LEI, falls der Anbieter Rechtspersönlichkeit hat, oder der die Zulassung zum Handel an einem geregelten Markt beantragenden Person

Nicht zutreffend.

A.4. Die Identität und Kontaktdaten der zuständigen Behörde, die den Prospekt billigt, und der zuständigen Behörde, die das Registrierungsformular oder das einheitliche Registrierungsformular gebilligt hat, sofern sie nicht mit der erstgenannten Behörde identisch ist

Die österreichische Finanzmarktaufsichtsbehörde (die "FMA") ist die für die Billigung des Prospekts zuständige Behörde.

Adresse: Otto-Wagner-Platz 5, 1090 Wien, Österreich

Telefon: +43 1 249 590

Fax: +43 1 249 59 54 99

E-Mail: prospektaufsicht@fma.gv.at

A.5. Das Datum der Billigung des Prospekts

18. März 2021

A.6. Warnhinweise

Diese Zusammenfassung soll als Einleitung zum Prospekt verstanden werden. Anleger sollten jede Entscheidung zur Anlage in die tokenisierten Genussrechte auf die Prüfung des gesamten Prospekts stützen.

Sie sind im Begriff, ein Produkt zu erwerben, welches äußerst komplex und unter Umständen schwer zu verstehen sein kann. Es besteht das Risiko des Totalverlustes, der Anleger könnte das gesamte angelegte Kapital oder einen Teil davon verlieren.

Für den Fall, dass vor Gericht Ansprüche auf Grund der in diesem Prospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger in Anwendung der einzelstaatlichen Rechtsvorschriften vor Prozessbeginn die Kosten für die Übersetzung des Prospekts zu tragen haben.

Zivilrechtlich haften nur diejenigen Personen, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist, nicht alle Schlüsselinformationen enthält oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die tokenisierten Genussrechte für die Anleger eine Entscheidungshilfe darstellen, vermissen lässt.

Abschnitt B – Basisinformationen über den Emittenten

B.1. Wer ist der Emittent der Wertpapiere?

Der Emittent ist im österreichischen Firmenbuch unter der Firma Digital Fastlane DF GmbH eingetragen.

B.1.1. Sitz und Rechtsform des Emittenten, seine LEI, für ihn geltendes Recht und Land der Eintragung

Der Emittent ist eine in der Republik Österreich gegründete Gesellschaft mit beschränkter Haftung, eingetragen im österreichischen Firmenbuch unter der Firmenbuchnummer FN 444924 a, mit Sitz in Lakeside B10, 9020 Klagenfurt, Österreich.

Der Emittent ist nach österreichischem Recht, anwendbarem europäischen Recht und, soweit anwendbar, in Übereinstimmung mit internationalen Konventionen tätig.

Legal Entity Identifier (LEI): 529900XK7RD0YC271J19.

B.1.2. Haupttätigkeiten des Emittenten

Cam.TV Plattform

Der Emittent betreibt eine Social-Community- und Video-Streaming-Plattform namens "Cam.TV Plattform", die unter www.cam.tv abrufbar ist und ihren Nutzern ermöglicht, ihre Leidenschaften und Fähigkeiten zu monetarisieren. Die Cam.TV Plattform funktioniert wie ein Online-Marktplatz, auf dem Nutzer Inhalte gegen Bezahlung teilen können. Der Emittent zielt darauf ab, einen aktiven, vielfältigen sozialen Marktplatz zu fördern, auf dem Nutzer ihr Wissen teilen und dafür entlohnt werden können.

Kanäle

Jeder Nutzer erhält bei der Erstregistrierung auf der Cam.TV Plattform seinen eigenen persönlichen Kanal. Kanäle dienen als personalisierte Startseite, welche die Postings, Videos und andere digitale Inhalte eines Nutzers anzeigt. Nutzer können ihre Kanäle personalisieren, indem sie Informationen über sich selbst teilen, Blogbeiträge schreiben und Videoinhalte hochladen. Andere Nutzer können Kanäle, die ihren Interessen entsprechen, entdecken, abonnieren und sie bewerten. Postings von abonnierten Kanälen erscheinen auf der Startseite des Nutzers. Die Kanäle enthalten Nachrichten- und Videotelefonie-Funktionen, mithilfe derer die Nutzer direkt miteinander kommunizieren können.

Postings

Nutzer können Inhalte teilen, die für andere Benutzer von Interesse sein könnten, indem sie Nachrichten, Bilder und Videos auf ihrem persönlichen Kanal posten. Nutzer können Postings kommentieren und sie auf anderen Social-Media-Websites wie Facebook oder Twitter teilen. Nutzer können auch die Schaltfläche "Support" verwenden, um ihre Unterstützung für Postings anzuzeigen. Diese "Support"-Funktion ist vergleichbar mit dem Vergeben von "Likes" auf Facebook, mit dem Unterschied, dass Nutzer der Cam.TV Plattform sowohl wirtschaftliche Vorteile als auch Reputationsvorteile für das Posten beliebter Inhalte erhalten. Wenn ein Nutzer auf die "Support"-Schaltfläche klickt, erhält er die Möglichkeit, dem anderen Nutzer, welcher den Inhalt gepostet hat, virtuelle Währungen zu spenden.

Die "Support"-Funktion funktioniert derzeit nur mit LKSCoin, eine virtuelle Währung, die auf der LKSCoin Blockchain existiert. Um eine Übertragung von Werten zu ermöglichen, ist die Cam.TV Plattform jedoch nicht auf LKSCoin angewiesen. Der Emittent könnte zukünftig LKSCoin grundsätzlich durch eine andere virtuelle Währung ersetzen.

Marktplatz

Die Cam.TV Plattform dient auch als Marktplatz, auf dem Nutzer ihre Produkte und Dienstleistungen anderen Nutzern gegen Bezahlung anbieten können. Nutzer, die anderen Nutzern auf der Cam.TV Plattform kostenpflichtige Produkte oder Dienstleistungen anbieten, werden als "Creators" bezeichnet. Creators können sowohl Produkte wie z.B. Artikel und Videos als auch Dienstleistungen wie z.B. Beratungs- oder Schulungsleistungen anbieten. Der Emittent erhebt über seine Tochtergesellschaft 3Technology von Creators eine Gebühr, wenn der Inhalt eines Creators an andere Nutzer verkauft wird. Die Gebühr richtet sich nach der Art des Abonnements, das der Creator abschlossen hat, und beträgt 20 % des Kaufpreises für "Cam.TV Go"-Abonnenten, 10 % für "Cam.TV Business: Advanced" Abonnenten und 5 % für "Cam.TV Business: Professional"-Abonnenten.

Auf dem Cam.TV Plattform Marktplatz können Nutzer auch kostenlos oder gegen Bezahlung auf On-Demand-Kurse zugreifen und virtuelle Beratungsleistungen wie Einzelunterricht oder Gruppen-Webinare per Live-Video-Streaming in Anspruch nehmen.

Verkauf von Cam.TV Produkten

Zur Monetarisierung der Cam.TV Plattform vertreibt der Emittent über seine Tochtergesellschaft 3Technology Produkte im Zusammenhang mit der Cam.TV Plattform. Zum Datum dieses Prospekts bietet der Emittent den Nutzern nachfolgende Produkte und Dienstleistungen zum Kauf an: Sales Funnel, Abonnements, Kanäle, Datenspeicher, personalisierte Webdomains, Marketing und Werbung ("**Cam.TV Produkte**"). Weitere Cam.TV Produkte können einzeln oder zusammen über ein Abonnement erworben werden. Käufer von Abonnements erhalten zusätzliche Vorteile wie reduzierte Gebühren für die Nutzung der Cam.TV Plattform und persönlichen technischen Support. Abonnenten erhalten außerdem Zugang zu Kursen der Cam.TV Academy. Der Emittent behält sich die Änderung der derzeitigen Cam.TV Produkte vor.

Der Emittent bietet seinen Nutzern derzeit drei Abonnements an (Preise ohne Mehrwertsteuer). Das Einstiegsabonnement heißt 'Cam.TV Go' und ist für 7,90 EUR pro Monat bzw. 78,00 EUR pro Jahr erhältlich. Das 'Cam.TV Business'- Abonnement richtet sich an professionellere Anwender und kann als "Advanced"- oder "Professional"-Abonnement erworben werden. Die aktuellen Preise für das Advanced-Abonnement liegen bei 49,00 EUR pro Monat bzw. 480,00 EUR pro Jahr, für das Professional-Abonnement bei 247,00 EUR pro Monat bzw. 1.470,00 EUR pro Jahr. Die Abonnements und Preise können sich ändern.

Partnerschaft mit der LKS Foundation

Der Emittent ist eine Partnerschaft mit der LKS Foundation eingegangen, einer italienischen Non-Profit-Organisation mit Sitz in Pordenone, Italien, und Erzeuger der LKSCOIN Blockchain. Zwei der Gesellschafter des Emittenten, Marco Minin und Ivan Prez, sowie bestimmte Teammitglieder des Emittenten, fungieren als Berater der LKS Foundation. Die Partnerschaft bezieht sich auf die Integration von LKSCOIN auf der Cam.TV Plattform und die Forschung und Entwicklung von neuen Anwendungen der Blockchain-Technologie, insbesondere in Bezug auf die LKSCOIN Blockchain. Der Emittent und die LKS Foundation befinden sich in einem frühen Stadium der Entwicklung eines nicht-fungiblen Tokens (NFT), der auf der Cam.TV Plattform verwendet werden könnte, um das Eigentum (Urheberrechte) an den auf dem Marktplatz der Cam.TV Plattform angebotenen Produkten zu verfolgen.

B.1.3. Hauptanteilseigner des Emittenten, einschließlich Angabe, ob an ihm unmittelbare oder mittelbare Beteiligungen oder Beherrschungsverhältnisse bestehen und wer die Beteiligungen hält bzw. die Beherrschung ausübt

Soweit dem Emittenten bekannt, gibt es neben den Gesellschaftern keine Personen, die direkt oder indirekt eine meldepflichtige Beteiligung am Stammkapital oder an den Stimmrechten des Emittenten nach österreichischem Recht haben:

Gesellschafter	Anteile am Stammkapital	Gezeichnetes Stammkapital
Gabriele Visintini	60,00 %	EUR 60.000,00
Ivan Prez	20,00 %	EUR 20.000,00
Marco Minin	20,00 %	EUR 20.000,00

(Quelle: Österreichisches Firmenbuch zum Datum dieses Prospekts)

B.1.4. Identität der Hauptgeschäftsführer

Gabriele Visintini, geb. 9.3.1972, Gerbergasse 5/3, 9500 Villach, Österreich, ist CEO und alleiniger Geschäftsführer des Emittenten.

B.1.5. Identität der Abschlussprüfer

Der Emittent hat keinen gesetzlichen Abschlussprüfer. Der geprüfte Jahresabschluss 2020 des Emittenten wurde von der KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Wien, Österreich, geprüft und mit einem uneingeschränkten Bestätigungsvermerk versehen, einschließlich eines Hinweises auf eine wesentliche Unsicherheit im Zusammenhang mit der Unternehmensfortführung.

B.2. Welches sind die wesentlichen Finanzinformationen über den Emittenten?

Die folgenden wesentlichen Finanzinformationen basieren auf dem geprüften Jahresabschluss 2020 des Emittenten

Gewinn- und Verlustrechnung

<i>Angaben in EUR</i>	2020	2019
Betriebsergebnis	-6.604,45	-476.705,06

Bilanz

<i>Angaben in EUR</i>	2020	2019
Nettofinanzverschuldung (Langfristige Schulden plus kurzfristige Schulden minus Barmittel)	3.329.961,61	2.621.456,46

Die Nettofinanzverschuldung beinhaltet das Partizipationskapital sowie Bankdarlehen und sonstige Verbindlichkeiten von Partnern abzüglich Bankguthaben.

Geldflussrechnung

<i>Angaben in EUR</i>	2020	2019
Netto-Geldfluss aus laufender Geschäftstätigkeit	116.994,85	188.322,37
Netto-Geldfluss aus Finanzierungstätigkeit	398.488,84	-1.960,56
Netto-Geldfluss aus Investitionstätigkeit	-825.500,00	-950.900,00

B.3. Welches sind die zentralen Risiken, die für den Emittenten spezifisch sind?

Der Emittent bewertet die folgenden Risiken als "hohe" Risiken:

- Trotz des negativen Eigenkapitals des Emittenten enthält der geprüfte Jahresabschluss 2020 die Prognose, dass der Emittent in den nächsten 12 Monaten ohne drohende Insolvenz fortbestehen kann. Diese positive Fortbestehensprognose stellt die Auffassung des Managements des Emittenten dar. Sollte die Fortbestehensprognose unzutreffend sein, ist eine Insolvenz des Emittenten wahrscheinlich und die Tokenholder würden voraussichtlich einen Totalverlust ihres angelegten Kapitals erleiden.
- Es ist unklar, ob der Emittent in der Lage sein wird, in diesem öffentlichen Angebot genügend Kapital für die Umsetzung seines Geschäftsplans aufzubringen. Sollte es dem Emittenten nicht gelingen, ausreichend Kapital zu beschaffen, könnte dies die zukünftige Entwicklung der Cam.TV Plattform behindern oder zu einer Insolvenz des Emittenten führen. Dies könnte zu geringeren Ausschüttungen an die Tokenholder oder, im Falle einer Insolvenz des Emittenten, zu einem Totalverlust des angelegten Kapitals der Tokenholder führen.
- Der Emittent ist möglicherweise nicht in der Lage, effektiv um Nutzer zu werben. Weniger Nutzer der Cam.TV Plattform können sich negativ auf die Geschäfts-, Ertrags- und Finanzlage des Emittenten auswirken.
- Der Emittent ist ein junges Unternehmen. Es ist ungewiss, ob das Geschäftsmodell des Emittenten gewinnbringend betrieben werden kann. Sollten sich die Annahmen des Emittenten im Geschäftsmodell als unzutreffend erweisen, wird der Emittent sein Geschäft möglicherweise nie erfolgreich aufbauen können.
- Der Erfolg der Cam.TV Plattform hängt von einer großen Anzahl von Nutzern, insbesondere von Creators, ab, die qualitativ hochwertige Inhalte produzieren und hochwertige Produkte und Dienstleistungen anbieten. Sollte es nicht gelingen, eine große Anzahl von Nutzern, insbesondere Creators, anzuziehen und zu halten, könnte dies die Geschäftstätigkeit des Emittenten erheblich und nachteilig beeinflussen.
- Creators könnten versuchen, die Cam.TV Plattform zu umgehen und ihre Dienste anderweitig anzubieten. Bemühungen, eine solche Umgehung zu verhindern, können für den Emittenten kostspielig sein, sind möglicherweise nicht effektiv und können die Marke des Emittenten oder die Nutzererfahrung beeinträchtigen.
- Die COVID-19-Pandemie hat die Geschäftstätigkeit und den Betrieb des Emittenten gestört und könnte dies auch weiterhin tun, bis das Virus eingedämmt oder ausgerottet werden kann. Sollte es nicht gelingen, COVID-19 einzudämmen oder auszurotten, könnte dies erhebliche nachteilige Auswirkungen auf die Geschäfts-, Ertrags- und Finanzlage des Emittenten haben.

Der Emittent bewertet die folgenden Risiken als "mittlere" Risiken:

- Der Emittent ist bei der Monetarisierung der Cam.TV Plattform auf seine Tochtergesellschaft 3Technology angewiesen. Sollte 3Technology ihren Betrieb einstellen, könnte dies zu wesentlichen Verzögerungen und höheren Kosten bei der Umsetzung des Geschäftsplans des Emittenten führen.
- Der Emittent ist derzeit nicht profitabel und könnte zusätzliches Kapital benötigen, um seine laufende Geschäftsentwicklung zu unterstützen. Es besteht das Risiko, dass eine Refinanzierung für den Emittenten nicht zu akzeptablen Konditionen möglich sein wird. Das Scheitern des Emittenten, zusätzliches Kapital zu beschaffen, könnte, falls erforderlich, wesentliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Ertragslage und die Finanzlage des Emittenten haben.

Abschnitt C – Basisinformationen über die Wertpapiere

C.1. Welches sind die wichtigsten Merkmale der Wertpapiere?

Bei den Wertpapieren handelt es sich um tokenisierte Umsatzgenussrechte. Die Genussrechte sind tokenisiert, d.h. alle Rechte im Zusammenhang mit den Genussrechten sind an den Besitz des jeweiligen CAM Token auf der Ethereum Blockchain gebunden. Jede Person, die tokenisierte Genussrechte besitzt, wird auch als Tokenholder bezeichnet.

Insgesamt werden bis zu EUR 43.750.000 tokenisierte Genussrechte ausgegeben, aufgeteilt in bis zu 35.000.000 Einzelstücke mit einem Nennwert von je EUR 1,25. Die ISIN der tokenisierten Genussrechte lautet AT00000A2KQT1.

Die Tokenholder sind ab dem 1. Januar 2022 schuldrechtlich an den Umsatzerlösen des Emittenten beteiligt. 'Umsatzerlöse' sind die Beträge, die sich aus dem Verkauf von Produkten und der Erbringung von Dienstleistungen im Zusammenhang mit der Cam.TV Plattform erzielen lassen und sich nach Abzug von Erlösschmälerungen und der Umsatzsteuer sowie von sonstigen direkt mit dem Umsatz verbundenen Steuern ergeben (gemäß § 231 Abs (2) Z 1 und § 189a Z 5 Unternehmensgesetzbuch (UGB)). Die Umsatzerlöse stammen aus den nachfolgenden Quellen (alle durch 3Technology): (i) direkte Verkäufe von Cam.TV Produkten an Nutzer; (ii) indirekte Verkäufe von Cam.TV Produkten an Nutzer über Drittanbieter; und (iii) Gebühren, die den Creators in Rechnung gestellt werden, wenn die Inhalte eines Creators an andere Nutzer verkauft werden. Gewinnausschüttungen der Tochtergesellschaften des Emittenten gelten nicht als Umsatzerlöse.

Jedes tokenisierte Genussrecht partizipiert an 0,000001 % der Umsatzerlöse. Für jede EUR 1.000.000 an erhaltenen Umsatzerlösen schüttet der Emittent EUR 0,01 pro CAM Token an die Tokenholder aus. Die Ausschüttungen erfolgen am fünften Werktag eines jeden Kalendermonats, wenn der Schwellenwert von EUR 1.000.000 erreicht ist.

Als Beispiel: Wenn die Umsatzerlöse des Emittenten für einen bestimmten Monat beispielsweise EUR 1.500.000 betragen, würde der Emittent an die Tokenholder EUR 0,01 pro CAM Token ausschütten. Ein Tokenholder, der 1.000 CAM Token hält, würde demnach EUR 10 für diesen bestimmten Monat erhalten ($\text{EUR } 0,01 \cdot 1.000$). In die Berechnung der Einnahmen für den Folgemonat würden die verbleibenden EUR 500.000 einfließen, die im Vormonat nicht Teil der Ausschüttungsberechnung waren.

Die tokenisierten Genussrechte haben kein Fälligkeitsdatum. Der Emittent verzichtet vollständig auf sein ordentliches Kündigungsrecht. Die tokenisierten Genussrechte können von den Tokenholdern frühestens zum 31. Dezember 2032 ordentlich gekündigt werden, sofern die Kündigung bis zum 30. September 2032 erfolgt ist. Der Emittent und die Tokenholder sind berechtigt, die tokenisierten Genussrechte aus wichtigem Grund zu kündigen (außerordentliche Kündigung) ohne eine Kündigungsfrist einhalten zu müssen. Beispielsweise kann die Emittentin die tokenisierten Genussrechte aus wichtigem Grund teilweise gegenüber einem einzelnen Tokenholder kündigen, wenn dieser Tokenholder gegen seine Verpflichtungen in Bezug auf das 'Assignment-Whitelisting' verstößt, oder gänzlich gegenüber allen Tokenholdern kündigen, wenn Gesetzesänderungen wie etwa Änderungen von Aufsichtsgesetzen oder Steuergesetzen ein weiteres Festhalten an den Bestimmungen der tokenisierten Genussrechte für die Emittentin unmöglich machen. Es besteht keine endfällige Zahlungs- oder Rückzahlungsverpflichtung bei einer Kündigung der tokenisierten Genussrechte.

Die tokenisierten Genussrechte stellen qualifizierte nachrangige Verbindlichkeiten des Emittenten dar, die nachrangig zu allen anderen bestehenden und zukünftigen nicht nachrangigen Verbindlichkeiten sind. Tokenholder haben keinen Anspruch auf Zahlungen, wenn eine solche Zahlung zur Insolvenz des Emittenten führen würde. Im Falle eines Insolvenzverfahrens über das Vermögen des Emittenten werden die Ansprüche aus den tokenisierten Genussrechten erst nach vollständiger Befriedigung aller nicht nachrangigen Gläubiger berücksichtigt.

Die tokenisierten Genussrechte sind vor dem 1. Januar 2023 nicht übertragbar. Ab dem 1. Januar 2023 ist eine Abtretung der tokenisierten Genussrechte sowie eine entsprechende Übertragung von CAM Token erst dann zulässig, wenn der abtretende Tokenholder dem Emittenten die Identität des neuen

Tokenholders durch die Vorlage eines Nachweises des aktuellen Wohnsitzes sowie die Zahlungsverbindung bescheinigt. Die Abtretung und Übertragung der CAM Token darf erst nach erfolgter Zustimmung des Emittenten erfolgen.

C.2. Wo werden die Wertpapiere gehandelt?

Der Emittent beabsichtigt derzeit keine Zulassung zum Handel der tokenisierten Genussrechte zu beantragen. Der Emittent beabsichtigt auch keine Zulassung der CAM Token zum Handel an einer Kryptowährungsbörse zu beantragen, solange es keine solche Börse mit entsprechenden rechtlichen Konzessionen und Voraussetzungen gibt. Sobald es zugelassene Börsen gibt, könnte der Emittent eine Notierung der CAM Token an einer solchen Börse in Betracht ziehen.

C.3. Wird für die Wertpapiere eine Garantie gestellt?

Es ist keine Garantie mit den tokenisierten Genussrechten verbunden.

C.4. Welches sind die zentralen Risiken, die für die Wertpapiere spezifisch sind?

Der Emittent bewertet die folgenden Risiken als "hohe" Risiken:

- Aufgrund der qualifizierten Nachrangigkeit der tokenisierten Genussrechte ist es möglich, dass der Emittent niemals eine Ausschüttung von Umsatzerlösen vornimmt und dass die Tokenholder, selbst wenn Ausschüttungen von Umsatzerlösen vorgenommen werden, niemals eine positive Rendite auf ihr veranlagtes Kapital erhalten.
- Die tokenisierten Genussrechte unterliegen vertraglichen Übertragungsbeschränkungen, die Tokenholder daran hindern können, frei über ihre tokenisierten Genussrechte zu verfügen. Tokenholder müssen daher möglicherweise das Risiko einer Investition in die tokenisierten Genussrechte für einen potenziell unbestimmten Zeitraum tragen.
- Es gibt derzeit keinen liquiden Markt für die tokenisierten Genussrechte und ein aktiver und liquider Markt wird sich möglicherweise nie entwickeln. Sollte sich kein liquider Markt entwickeln, können der Wert der tokenisierten Genussrechte und die Möglichkeit eines Tokenholder, die tokenisierten Genussrechte zu einem gewünschten Zeitpunkt zu verkaufen, negativ beeinflusst werden.
- Selbst wenn sich ein aktiver und liquider Markt für die tokenisierten Genussrechte entwickeln sollte, kann der Preis der tokenisierten Genussrechte sehr volatil sein. Tokenholder tragen das Risiko eines unsicheren Marktpreises, wenn sie sich entscheiden, ihre tokenisierten Genussrechte zu verkaufen. Tokenholder sind daher möglicherweise nicht in der Lage, die tokenisierten Genussrechte zu einem günstigen Preis zu verkaufen.

Der Emittent bewertet die folgenden Risiken als "mittlere" Risiken:

- Wenn 3Technology die Nettoerträge, die sie gemäß dem Lizenzvertrag erhält, nicht an den Emittenten weiterleitet, kann die Höhe der an die Tokenholder ausgeschütteten Umsatzerlöse negativ beeinflusst werden.
- Es können hohe Transaktionskosten und Gebühren im Zusammenhang mit der Übertragung der tokenisierten Genussrechte anfallen. Diese Nebenkosten können den Wert der tokenisierten Genussrechte beeinträchtigen und deren Rendite, wenn überhaupt eine Rendite erzielt werden kann, verringern, insbesondere, wenn nur ein geringes Kapital veranlagt wurde.

Abschnitt D – Basisinformationen über das öffentliche Angebot von Wertpapieren und/oder die Zulassung zum Handel an einem geregelten Markt

D.1. Zu welchen Konditionen und nach welchem Zeitplan kann ich in dieses Wertpapier investieren?

Die tokenisierten Genussrechte können von interessierten Anlegern im Zeitraum vom 2. Juni 2021 bis zum 31. Dezember 2021 gezeichnet werden. Die Mindeststückzahl beträgt 800 Stück. Der Ausgabepreis der tokenisierten Genussrechte verändert sich im Zeitablauf nach folgendem Schema:

Zeitraum	Nachlass (% des Nennbetrags)	Ausgabepreis	Mindeststückzahl in EUR
02.06.2021 – 30.06.2021	90,0	EUR 1,12500	EUR 900
01.07.2021 – 31.07.2021	95,0	EUR 1,18750	EUR 950
01.08.2021 – 31.08.2021	97,0	EUR 1,21250	EUR 970
01.09.2021 – 30.09.2021	98,5	EUR 1,23125	EUR 985
01.10.2021 – 31.10.2021	99,0	EUR 1,23750	EUR 990
01.11.2021 – 30.11.2021	99,5	EUR 1,24375	EUR 995
01.12.2021 – 31.12.2021	100,0	EUR 1,25000	EUR 1.000

Um die tokenisierten Genussrechte zu zeichnen, muss ein Anleger zunächst den Subscription-Whitelisting-Prozess abschließen, indem er einen ordnungsgemäß ausgefüllten Zeichnungsschein an den Emittenten übermittelt und dem Emittenten bestimmte persönliche Informationen (z.B. Name, Geburtsdatum, Wohnanschrift) und die Zahlungsverbindungen zur Verfügung stellt, um Ausschüttungen des Emittenten zu erhalten. Nachdem der Emittent dem Anleger bestätigt hat, dass eine Zeichnung möglich ist, erfolgt die Zeichnung der tokenisierten Genussrechte durch Zahlung des Zeichnungspreises in Euro auf das Bankkonto des Emittenten (IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW) oder in Bitcoin oder Ether unter Verwendung des Referenzkurses an die folgenden Zeichnungsadressen:

Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejj2aq0w0fxsrgv

Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303

"Referenzkurs" bezeichnet den jeweiligen Wechselkurs, wie er auf www.coinmarketcap.com zum Zeitpunkt der Transaktionsanfrage der jeweiligen Blockchain veröffentlicht wurde.

Nachdem der Zeichnungspreis beim Emittenten eingegangen ist und alle etwaigen Spesen vom Anleger bezahlt wurden, überträgt der Emittent die CAM Token an die vom Anleger auf dem Zeichnungsschein angegebene Ethereum-Adresse. Der Emittent wird die CAM Token am letzten Tag des Kalendermonats übertragen, in welchem die tokenisierten Genussrechte gezeichnet wurden. Um die CAM Token erhalten und verwalten zu können, müssen die Tokenholder eine Wallet-Software verwenden, die ERC20 Token unterstützt. Wenn die Tokenholder eine Wallet-Software verwenden, welche ERC20-Token nicht unterstützt, werden diese die CAM Token zwar erhalten, jedoch nicht in der Lage sein, die CAM Token zu verwalten oder auf eine andere Adresse auf der Ethereum Blockchain zu übertragen. Um die CAM Token zu verwalten oder zu übertragen, müssten die Tokeninhaber zunächst die Adresse in eine andere Wallet-Software importieren, welche die ERC20 Token unterstützt.

Der Emittent schätzt die Gesamtkosten für die Emission auf ca. 150.000 EUR zuzüglich 5 bis 15 % des gezeichneten Betrags für Marketingzwecke.

Für die Zahlung des Zeichnungspreises an den Emittenten könnten die üblichen Transaktionsgebühren anfallen.

D.2. Wer ist der Anbieter und/oder die die Zulassung zum Handel beantragende Person?

Der Emittent ist der einzige Anbieter. Ein Handel der tokenisierten Genussrechte an einem regulierten Markt ist nicht vorgesehen.

D.3. Weshalb wird dieser Prospekt erstellt?

Der Emittent hält dieses öffentliche Angebot für erforderlich, um den Geschäftsplan des Emittenten – die Cam.TV Plattform – weiterzuentwickeln und die langfristige Liquidität des Emittenten zu stärken, sowie um andere Geschäftsaktivitäten des Emittenten und seiner Tochtergesellschaften zu finanzieren.

Das öffentliche Angebot ist nicht Gegenstand eines Zeichnungsvertrages auf Basis einer festen Zusage.

Dem Emittenten sind keine wesentlichen Interessenkonflikte im Zusammenhang mit dem öffentlichen Angebot bekannt.

3. Italian Translation

The Italian translation of the Summary
has not been reviewed or approved by the FMA.

Section A – Introduzione e Avvertenze

A.1. La denominazione dei titoli e il codice internazionale di identificazione dei titoli (ISIN)

La denominazione dei titoli è "CAM Bearer Revenue Participation Rights" (*Diritti di Partecipazione dei Detentori di CAM*).

Il codice internazionale di identificazione dei titoli (ISIN) è AT0000A2KQT1.

A.2. L'identità e i dati di contatto dell'emittente, compreso il suo codice identificativo del soggetto giuridico (LEI)

L'Emittente è Digital Fastlane DF GmbH, una società a responsabilità limitata (*Gesellschaft mit beschränkter Haftung*) costituita nella Repubblica d'Austria e iscritta al Registro delle Imprese austriaco con FN 444924 a, con sede in Lakeside B10, 9020 Klagenfurt, Austria.

Il numero telefonico dell'Emittente è +43 720 88 16 22.

Codice identificativo del soggetto giuridico (LEI) dell'Emittente è 529900XK7RD0YC271J19.

A.3. Ove applicabile, l'identità e i dati di contatto dell'offerente, compreso il suo LEI se l'offerente ha personalità giuridica, o del soggetto che chiede l'ammissione alla negoziazione in un mercato regolamentato

Non applicabile.

A.4. L'identità e i dati di contatto dell'autorità competente che approva il prospetto e, se diversa, dell'autorità competente che ha approvato il documento di registrazione o il documento di registrazione universale

L'Autorità per i Mercati Finanziari (*Finanzmarktaufsichtsbehörde*, la "FMA") austriaca è l'autorità competente responsabile dell'approvazione del prospetto.

Indirizzo: Otto-Wagner-Platz 5, 1090 Vienna, Austria

Telefono: +43 1 249 590

Fax: +43 1 249 59 54 99

E-mail: prospektaufischt@fma.gv.at

A.5. La data di approvazione del prospetto

18 marzo 2021

A.6. Avvertenze

La presente nota di sintesi deve essere letta come un'introduzione al Prospetto. Qualsiasi decisione d'investimento nei Diritti di Partecipazione tokenizzati dovrebbe basarsi sull'esame da parte dell'investitore del Prospetto completo.

State per acquistare un prodotto che non è semplice e può essere di difficile comprensione. Gli investitori potrebbero incorrere in una perdita totale o parziale del capitale investito.

Qualora sia presentato un ricorso dinanzi all'autorità giudiziaria in merito alle informazioni contenute nel Prospetto, l'investitore ricorrente potrebbe essere tenuto, a norma del diritto nazionale, a sostenere le spese di traduzione del Prospetto di Base prima dell'inizio del procedimento.

La responsabilità civile incombe esclusivamente sulle persone che hanno presentato la nota di sintesi, comprese le sue eventuali traduzioni, ma soltanto se la nota di sintesi risulta fuorviante, imprecisa o incoerente se letta insieme con le altre parti del Prospetto o non offre, se letta congiuntamente alle altre sezioni del Prospetto, le informazioni fondamentali per aiutare gli investitori a valutare l'opportunità di investire nei Diritti di Partecipazione tokenizzati.

Section B – Le informazioni fondamentali concernenti l'emittente

B.1. Chi è l'emittente dei titoli?

L'Emittente è iscritto nel Registro delle Imprese austriaco con il nome Digital Fastlane DF GmbH.

B.1.1. Domicilio e forma giuridica, codice LEI, ordinamento in base alla quale opera e paese in cui ha sede

L'Emittente è una società a responsabilità limitata (Gesellschaft mit beschränkter Haftung) con sede nella Repubblica d'Austria e registrata presso il Registro delle Imprese austriaco con FN 444924 a, con sede in Lakeside B10, 9020 Klagenfurt, Austria.

L'Emittente opera secondo le leggi austriache, le leggi europee applicabili e, nella misura applicabile, in conformità con le convenzioni internazionali.

Codice identificativo del soggetto giuridico (LEI) dell'emittente è 529900XK7RD0YC271J19.

B.1.2. Attività principali

Piattaforma Cam.TV

L'Emittente gestisce una social community e una piattaforma di streaming video chiamata "Piattaforma Cam.TV", disponibile all'indirizzo www.cam.tv, che consente agli utenti di monetizzare le proprie passioni e competenze. La piattaforma Cam.TV funziona come un mercato online, dove gli utenti possono condividere contenuti a pagamento. L'Emittente mira a promuovere un marketplace attivo e diversificato di tipo social sulla piattaforma Cam.TV e in cui gli utenti possono condividere le proprie conoscenze e venire ricompensati.

Canali

Ogni utente ottiene il proprio canale personale quando si registra per la prima volta sulla piattaforma Cam.TV. I canali fungono da pagine di destinazione personalizzate che mostrano post, video e altri contenuti digitali dell'utente. Gli utenti possono personalizzare i propri canali condividendo informazioni su se stessi, scrivendo post sui propri blog e caricando contenuti video. Altri utenti possono, a loro volta, scoprire, seguire e dare un voto ai canali che corrispondono ai loro interessi. I post dei canali seguiti vengono visualizzati nella home page dell'utente. I canali includono funzionalità di messaggistica e videochiamata, che consentono agli utenti di comunicare direttamente tra loro.

Post

Gli utenti, pubblicando testi, immagini e video sul proprio canale personale, hanno la possibilità di condividere contenuti che possono suscitare l'interesse di altri utenti della piattaforma. Chi usa Cam.TV può, inoltre, commentare i post e condividerli su altri siti di social media come Facebook o Twitter, avendo a disposizione anche il pulsante "sostieni" per favorire i propri contenuti preferiti. Questa funzione di "sostegno" è simile all'invio di "mi piace" sulla piattaforma di social media Facebook, tranne per il fatto che gli utenti di Cam.TV sono in grado di ottenere anche vantaggi economici oltre che vantaggi reputazionali per la pubblicazione di contenuti popolari. Quando un utente fa clic sul pulsante "sostieni", infatti, ha la possibilità di donare valuta virtuale all'utente che ha pubblicato il contenuto.

La funzionalità "sostieni" funziona attualmente solo con LKSCoin, un tipo di valuta virtuale che esiste sulla Blockchain LKSCoin. La piattaforma Cam.TV, tuttavia, non dipende da LKSCoin per consentire i trasferimenti di valore al suo interno. L'Emittente potrebbe, in linea di principio, sostituire LKSCoin con un altro tipo di valuta virtuale in futuro.

Marketplace

Cam.TV funge anche da mercato online in cui gli utenti possono offrire i propri prodotti e servizi a pagamento agli altri utenti della piattaforma. Gli utenti che offrono contenuti o servizi a pagamento su Cam.TV vengono definiti "Creator". I Creator possono offrire diversi prodotti, tra cui articoli e video, nonché servizi, come ad esempio servizi di consulenza e di formazione. L'Emittente (tramite la sua controllata 3Technology per il mercato italiano) addebita ai Creator una commissione quando un loro contenuto viene venduto ad altri utenti. La tariffa si basa sul tipo di abbonamento del Creator, addebitando il 20% del prezzo di acquisto per gli abbonati a "Cam.TV Go", il 10% per gli abbonati a "Cam.TV Business: Advanced" e il 5% per gli abbonati a "Cam.TV Business: Professional".

Qui gli utenti possono anche accedere a corsi on-demand gratuitamente o a pagamento e partecipare a servizi di consulenza virtuale come lezioni individuali o webinar di gruppo tramite la modalità dello streaming video in diretta.

Vendita di Prodotti Cam.TV

Per monetizzare la Piattaforma Cam.TV, l'Emittente, attraverso la sua controllata 3Technology, vende prodotti relativi ad essa come sales funnel, abbonamenti, canali, spazio di archiviazione dati, domini web personalizzati e pubblicità (i "Prodotti Cam.TV"). Altri Prodotti Cam.TV possono essere acquistati singolarmente o insieme tramite un abbonamento. Chi acquista un abbonamento riceve vantaggi aggiuntivi come tariffe ridotte per la piattaforma Cam.TV e supporto tecnico personale.

L'Emittente offre attualmente tre modelli di abbonamento ai clienti (prezzi IVA esclusa). L'abbonamento iniziale è denominato "Cam.TV Go" ed è disponibile a EUR 7,90 al mese o EUR 78,00 all'anno. "Cam.TV Business" è stato progettato per utenti più professionali e può essere acquistato nella variante "avanzata" o "professionale". Le tariffe attuali per la versione avanzata sono EUR 49,00 al mese o EUR 480,00 all'anno; mentre per la variante professionale i prezzi sono di EUR 247,00 al mese o di EUR 1.470,00 all'anno. I modelli di abbonamento e i prezzi sono soggetti a modifiche.

Partnership con LKS Foundation

L'Emittente ha stretto una partnership con la LKS Foundation, un'organizzazione italiana senza scopo di lucro con sede a Pordenone, in Italia, che ha ideato la Blockchain LKSCoin. Due degli Azionisti dell'Emittente, Marco Minin e Ivan Prez, nonché alcuni membri del team dell'Emittente, agiscono come consulenti della LKS Foundation. La partnership riguarda l'integrazione di LKSCoin nella Piattaforma Cam.TV e lo svolgimento di attività di ricerca e sviluppo di nuove applicazioni della tecnologia blockchain, in particolare relative alla Blockchain LKSCoin. L'Emittente e la LKS Foundation sono nelle prime fasi di sviluppo di un token non fungibile (NFT) che potrebbe essere utilizzato sulla Piattaforma Cam.TV per tracciare la proprietà (copyright) dei prodotti offerti nel marketplace al suo interno.

B.1.3. Maggiori azionisti, compreso se è direttamente o indirettamente posseduto o controllato e da quali soggetti

Per quanto a conoscenza dell'Emittente, non vi sono soggetti che, direttamente o indirettamente, abbiano un interesse notificabile nel capitale dell'Emittente o nei diritti di voto ai sensi della legge austriaca diversi dai suoi Azionisti:

Azionista dell'Emittente	Azioni rispetto al capitale complessivo	Capitale sociale sottoscritto
Gabriele Visintini	60,00 %	EUR 60.000,00
Ivan Prez	20,00 %	EUR 20.000,00
Marco Minin	20,00 %	EUR 20.000,00

(Fonte: Registro delle Imprese austriaco alla data del presente Prospetto)

B.1.4. Identità dei suoi principali amministratori delegati

Gabriele Visintini, nato il 9.3.1972, residente a Gerbergasse 5/3, 9500 Villach, Austria è CEO e amministratore delegato unico dell'Emittente.

B.1.5. Identità dei suoi revisori legali

L'Emittente non ha un revisore legale dei conti. Il bilancio annuale dell'Emittente per l'esercizio 2020 è stato revisionato da KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Vienna, Austria ed è stato emesso un parere di revisione senza riserve in merito in cui viene sottolineata la rilevante incertezza relativa alla continuità aziendale.

B.2. Quali sono le informazioni finanziarie fondamentali relative all'emittente?

Le seguenti informazioni finanziarie essenziali si basano sul bilancio annuale verificato per l'esercizio 2020 dell'Emittente.

Conto economico

<i>Valori espressi in EUR</i>	2020	2019
Risultato operativo	-6.604,45	-476.705,06

Stato patrimoniale

<i>Valori espressi in EUR</i>	2020	2019
Debito finanziario netto (debito a lungo termine più debito a breve termine meno contanti)	3.329.961,61	2.621.456,46

L'indebitamento finanziario netto include il capitale partecipativo, i prestiti bancari e altre passività in relazione a partner, meno i saldi bancari.

Rendiconto dei flussi di cassa

<i>Valori espressi in EUR</i>	2020	2019
Flusso di cassa netto da attività operative	116.994,85	188.32,37
Flusso di cassa netto da attività di finanziamento	398.488,84	-1.960,56
Flusso di cassa netto da attività di investimento	-825.500,00	-950.900,00

B.3. Quali sono i principali rischi specifici dell'emittente?

Dalla valutazione dell'Emittente risulta che i seguenti rischi costituiscono un livello di rischio "alto":

- Nonostante il patrimonio netto negativo dell'Emittente, il Bilancio Annuale 2020 sottoposto a revisione contiene una previsione di continuità aziendale secondo cui l'Emittente può operare senza pericolo di insolvenza nei prossimi 12 mesi. La previsione della continuità aziendale rappresenta il giudizio della direzione dell'Emittente. Se la previsione della continuità aziendale dovesse risultare imprecisa, è probabile che si verifichi un'insolvenza dell'Emittente e i Titolari di Token potrebbero subire una perdita totale del loro investimento.
- Non è chiaro se l'Emittente sarà in grado di raccogliere quantità sufficiente di capitale in questa Offerta Pubblica per attuare il proprio piano aziendale. Se l'Emittente non riesce a raccogliere abbastanza capitale, ciò potrebbe impedire il futuro sviluppo della Piattaforma Cam.TV o portare a un'insolvenza dell'Emittente. Quest'eventualità potrebbe comportare un minor numero di distribuzioni ai Titolari di Token o, in caso di insolvenza dell'Emittente, una perdita totale del loro investimento.

- L'Emittente potrebbe non essere in grado di competere efficacemente per attirare e mantenere gli utenti. Un numero inferiore di utenti della piattaforma Cam.TV può influire negativamente sull'attività dell'Emittente, sui risultati delle operazioni e sulla sua condizione finanziaria.
- L'Emittente è una giovane impresa. Non è certo se il modello di business dell'Emittente possa essere redditizio. Se le ipotesi dell'Emittente presenti nel proprio modello di business non si dimostrano corrette, l'Emittente potrebbe non sviluppare mai con successo la propria attività.
- Il successo della piattaforma Cam.TV dipende da un vasto bacino di utenti e, in particolare, da quei Creator che producono contenuti di alta qualità e offrono prodotti e servizi di alta qualità. L'incapacità di attrarre e mantenere una vasta comunità di utenti, in particolare i Creator, può influire negativamente e in modo considerevole sull'attività dell'Emittente.
- I Creator possono tentare di aggirare la piattaforma Cam.TV offrendo i loro servizi altrove. Gli sforzi per prevenire tale elusione possono essere costosi, inefficienti e influire negativamente sul marchio dell'Emittente o sull'esperienza utente.
- La pandemia COVID-19 ha interrotto l'attività e le operazioni dell'Emittente e potrebbe continuare a farlo fino a quando il virus non sarà contenuto o eradicato. L'incapacità di contenere o eradicare il virus COVID-19 può avere un impatto negativo e significativo sull'attività, sui risultati delle operazioni e sulla condizione finanziaria dell'Emittente.

Dalla valutazione dell'Emittente risulta che i seguenti rischi costituiscono un livello di rischio "medio":

- L'Emittente si affida alla sua controllata 3Technology per la monetizzazione della piattaforma Cam.TV. Se 3Technology cessasse la propria attività, ciò potrebbe comportare ritardi sostanziali e maggiori costi nell'attuazione del piano aziendale dell'Emittente.
- L'Emittente non è attualmente redditizio e potrebbe richiedere capitale aggiuntivo per sostenere il proprio sviluppo aziendale in modo continuativo. Esiste il rischio che un rifinanziamento possa non essere disponibile per l'Emittente a condizioni accettabili. L'incapacità dell'Emittente di ottenere capitale aggiuntivo, nel caso in cui esso sia necessario, potrebbe avere un rilevante effetto negativo sull'attività dell'Emittente, sui risultati delle operazioni e sulla sua condizione finanziaria.

Section C – Le informazioni fondamentali sui titoli

C.1. Quali sono le principali caratteristiche dei titoli?

I titoli sono dei diritti di partecipazione al fatturato spettanti ai detentori. I Diritti di Partecipazione sono tokenizzati, il che significa che tutti i diritti in relazione ai Diritti di Partecipazione sono legati al possesso del rispettivo Token CAM sulla Blockchain di Ethereum. Qualsiasi persona che detenga i Diritti di Partecipazione viene anche definita Titolare di Token.

In totale verranno emessi fino a EUR 43.750.000 di Diritti di Partecipazione tokenizzati, suddivisi in un massimo di 35.000.000 pezzi singoli del valore nominale di EUR 1,25 ciascuno. L'ISIN dei Diritti di Partecipazione tokenizzati è AT0000A2KQT1.

A partire dal 1 gennaio 2022, i Titolari di Token partecipano - ai sensi della legge sulle obbligazioni - al Fatturato dell'Emittente. Per "Fatturato" o "Ricavi" si intende la somma degli importi derivati dalle vendite di prodotti e dall'erogazione di servizi sulla Piattaforma Cam.TV o da parte di essa e ricevuti dall'Emittente, al netto delle detrazioni, dell'imposta sul valore aggiunto e delle altre imposte direttamente correlate al fatturato (ai sensi dell'articolo 231, paragrafo 2, punto 1 e dell'articolo 189a, punto 5, del Codice delle Imprese austriaco; Unternehmensgesetzbuch). I Ricavi provengono dalle seguenti fonti (tutte derivanti da 3Technology): (i) vendita diretta di Prodotti Cam.TV agli utenti; (ii) vendita indiretta di Prodotti Cam.TV agli utenti tramite distributori terzi; e (iii) commissioni addebitate ai Creator nel momento in cui un loro contenuto viene venduto ad altri utenti. Le distribuzioni degli utili delle Controllate dell'Emittente non rientrano nei Ricavi.

Ciascun Diritto di Partecipazione tokenizzato partecipa allo 0,000001% di Ricavi. Per ogni EUR 1.000.000 di Ricavi ricevuti dall'Emittente, l'Emittente distribuisce ai Titolari di Token EUR 0,01 per ogni Token CAM.

Le distribuzioni vengono effettuate il quinto giorno lavorativo di ogni mese di calendario se viene raggiunta la soglia di EUR 1.000.000.

Ad esempio, se il Fatturato dell'Emittente in un determinato mese è di EUR 1.500.000, l'Emittente distribuirà ai Titolari di Token EUR 0,01 per ogni Token CAM. Un Titolare di Token che detiene 1.000 Token CAM riceverebbe quindi EUR 10 per quel determinato mese ($\text{EUR } 0,01 \times 1.000$). Il calcolo delle entrate per il mese successivo includerà i restanti EUR 500.000 che non sono stati inclusi nel calcolo della distribuzione del mese precedente.

I Diritti di Partecipazione tokenizzati non hanno una data di scadenza. L'Emittente rinuncia completamente al diritto alla risoluzione ordinaria. I Titolari di Token possono terminare i Diritti di Partecipazione tokenizzati in modo ordinario non prima del 31 dicembre 2032, a condizione che tale avviso sia stato fornito entro il 30 settembre 2032. L'Emittente e i Titolari di Token possono terminare i Diritti di Partecipazione tokenizzati per giusta causa (*außerordentliche Kündigung*) senza dover osservare alcun periodo di preavviso. Ad esempio, l'Emittente può rescindere in parte i Diritti di Partecipazione nei confronti di un singolo Titolare di Token per giusta causa se tale Titolare di Token viola i suoi obblighi relativi alla Lista Bianca di Assegnazione (Assignment Whitelisting), o in toto se si verificano dei cambiamenti alle leggi applicabili, ad esempio alle leggi in materia fiscale o di vigilanza, che rendono impossibile per l'Emittente rispettare ulteriormente i termini dei Diritti di Partecipazione. Non vi è alcun obbligo di pagamento o rimborso finale alla cessazione dei Diritti di Partecipazione tokenizzati.

I Diritti di Partecipazione tokenizzati costituiscono obbligazioni subordinate qualificate dell'Emittente, che sono subordinate a tutte le altre obbligazioni non subordinate esistenti e future. I Titolari di Token non hanno diritto ad alcun pagamento se tale pagamento dovesse comportare l'insolvenza dell'Emittente. In caso di procedure di insolvenza riguardanti le attività dell'Emittente, le pretese derivanti dai Diritti di Partecipazione tokenizzati saranno prese in considerazione solo dopo che tutti i creditori non subordinati saranno stati pienamente soddisfatti.

I Diritti di Partecipazione tokenizzati non possono essere ceduti prima del 1 gennaio 2023. A partire dal 1 gennaio 2023, la cessione dei Diritti di Partecipazione e il corrispondente trasferimento di Token CAM sono consentiti solo dopo che il cedente avrà fornito all'Emittente l'identità del cessionario, una prova del suo attuale indirizzo di residenza e i dettagli per la ricezione dei pagamenti dall'Emittente e dopo che l'Emittente avrà confermato al cedente che una cessione può essere effettuata.

C.2. Dove saranno negoziati i titoli?

Attualmente l'Emittente non intende fare domanda di ammissione alle negoziazioni per i Diritti di Partecipazione tokenizzati. L'Emittente, inoltre, non intende fare domanda di ammissione alle negoziazioni di Token CAM su eventuali exchange di beni digitali, fino a quando non esisterà un exchange con le licenze appropriate. Quando esisteranno tali exchange che soddisfano i requisiti di legge, l'Emittente potrebbe prendere in considerazione di listare i Token CAM su uno di essi.

C.3. Ai titoli è connessa una garanzia?

Ai Diritti di Partecipazione tokenizzati non è connessa alcuna garanzia.

C.4. Quali sono i principali rischi specifici dei titoli?

Dalla valutazione dell'Emittente risulta che i seguenti rischi costituiscono un livello di rischio "alto":

- A causa della subordinazione qualificata dei Diritti di Partecipazione tokenizzati, l'Emittente potrebbe non effettuare mai una distribuzione dei Ricavi e, anche se delle distribuzioni dei Ricavi dovessero avvenire, i Titolari di Token potrebbero non ricevere mai un ritorno positivo sul loro investimento.
- I Diritti di Partecipazione tokenizzati sono soggetti a restrizioni contrattuali di trasferimento, che potrebbero impedire ai Titolari di Token di disporre liberamente dei loro Diritti di Partecipazione tokenizzati. I Titolari di Token potrebbero quindi doversi assumere il rischio di un investimento nei Diritti di Partecipazione tokenizzati per un periodo di tempo potenzialmente indefinito.

- Attualmente non esiste un mercato liquido per i Diritti di Partecipazione tokenizzati e un mercato attivo e liquido potrebbe non svilupparsi mai. Se un mercato liquido non si dovesse sviluppare, il valore dei Diritti di Partecipazione tokenizzati e la facoltà di un Titolare di Token di vendere i Diritti di Partecipazione tokenizzati quando lo desidera potrebbero risentirne negativamente.
- Anche se dovesse svilupparsi un mercato attivo e liquido, il prezzo dei Diritti di Partecipazione tokenizzati potrebbe essere molto volatile. Se i Titolari di Token decidono di vendere i propri Diritti di Partecipazione tokenizzati, si assumono il rischio di un prezzo di mercato incerto. Pertanto, è possibile che i Titolari di Token non possano essere in grado di vendere i propri Diritti di Partecipazione tokenizzati a un prezzo favorevole.

Dalla valutazione dell'Emittente risulta che i seguenti rischi costituiscono un livello di rischio "medio":

- Se 3Technology non riesce a trasferire all'Emittente il reddito netto che riceve ai sensi del Contratto di Licenza, l'ammontare del Fatturato distribuito ai Titolari di Token potrebbe risentirne negativamente.
- Potrebbero esserci costi di transazione e commissioni elevati associati al trasferimento dei Diritti di Partecipazione tokenizzati. Questi costi accessori influenzeranno il valore dei Diritti di Partecipazione tokenizzati e potrebbero diminuire il loro eventuale ritorno finanziario, in particolare nel caso di un piccolo investimento.

Section D – le informazioni fondamentali sull'offerta pubblica di titoli e/o l'ammissione alla negoziazione in un mercato regolamentato

D.1. A quali condizioni posso investire in questo titolo e qual è il calendario previsto?

I Diritti di Partecipazione tokenizzati possono essere sottoscritti dagli investitori interessati nel periodo dal 2 giugno 2021 al 31 dicembre 2021. L'importo minimo di sottoscrizione è pari a 800 pezzi. Il Prezzo di Emissione dei Diritti di Partecipazione tokenizzati cambia nel tempo secondo lo schema riportato di seguito:

Periodo	Sconto (% del Valore Nominale)	Prezzo di Emissione	Importo di sottoscrizione minimo
02.06.2021 – 30.06.2021	90.0	EUR 1.12500	EUR 900
01.07.2021 – 31.07.2021	95.0	EUR 1.18750	EUR 950
01.08.2021 – 31.08.2021	97.0	EUR 1.21250	EUR 970
01.09.2021 – 30.09.2021	98.5	EUR 1.23125	EUR 985
01.10.2021 – 31.10.2021	99.0	EUR 1.23750	EUR 990
01.11.2021 – 30.11.2021	99.5	EUR 1.24375	EUR 995
01.12.2021 – 31.12.2021	100.0	EUR 1.25000	EUR 1,000

Per sottoscrivere i Diritti di Partecipazione tokenizzati, il Sottoscrittore deve prima essere inserito nella Lista Bianca di Sottoscrizione (*Subscription Whitelist*) inviando all'Emittente un Modulo di Sottoscrizione debitamente compilato e fornendo all'Emittente alcune informazioni identificative (ad esempio, nome, data di nascita, indirizzo di residenza) e dettagli per ricevere i pagamenti delle distribuzioni dall'Emittente. Dopo che l'Emittente ha confermato al Sottoscrittore che è possibile effettuare una sottoscrizione, i Diritti di Partecipazione tokenizzati vengono sottoscritti attraverso il pagamento del Prezzo di Sottoscrizione in euro sul conto bancario dell'Emittente (IBAN: AT631200010015352635; BIC: BKAUATWW) o, utilizzando il Tasso di Riferimento, in Bitcoin o Ether ai seguenti indirizzi adibiti alla sottoscrizione:

Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejg2aq0w0fxsrgv

Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303

Il "Tasso di Riferimento" indica il rispettivo tasso di cambio pubblicato su www.coinmarketcap.com al momento della richiesta di transazione sulla rispettiva Blockchain.

Dopo che il Prezzo di Sottoscrizione è stato ricevuto dall'Emittente e che i costi di transazione bancaria, se presenti, sono stati interamente pagati dal Sottoscrittore, l'Emittente trasferisce i Token CAM all'Indirizzo Ethereum indicato dal Sottoscrittore nel proprio Modulo di Sottoscrizione. L'Emittente consegnerà i Token

CAM l'ultimo giorno del mese civile in cui sono stati sottoscritti i Diritti di Partecipazione tokenizzati. Per ricevere e gestire i Token CAM, i Titolari di Token devono utilizzare un Software Wallet che supporti i token ERC20. Se i Titolari di Token utilizzano invece un Software Wallet che non supporta i token ERC20, riceveranno i Token CAM, ma non saranno in grado di gestirli o trasferirli a un indirizzo diverso sulla Blockchain di Ethereum. Per gestire o trasferire i Token CAM, i Titolari di Token dovranno prima importare l'indirizzo in un altro Software wallet che supporti i token ERC20.

L'Emittente stima che le spese totali legate all'emissione siano di circa EUR 150.000, nonché dal 5 al 15 % dell'importo sottoscritto per finalità di marketing.

Gli investitori potrebbero essere tenuti a pagare le usuali commissioni di transazione al momento del versamento del Prezzo di Sottoscrizione all'Emittente.

D.2. Chi è l'offerente e/o il soggetto che chiede l'ammissione alla negoziazione?

L'Emittente è il solo offerente. I Diritti di Partecipazione tokenizzati non sono destinati a essere negoziati su un mercato regolamentato.

D.3. Perché è redatto il presente prospetto?

L'Emittente ritiene questa Offerta Pubblica necessaria per il proprio piano aziendale per sviluppare ulteriormente la piattaforma Cam.TV e per il rafforzamento della propria liquidità a lungo termine, nonché per il finanziamento di altre iniziative imprenditoriali dell'Emittente e delle proprie Società Controllate.

L'offerta non è soggetta a un accordo di sottoscrizione con assunzione a fermo.

L'Emittente non è a conoscenza di eventuali conflitti di interesse significativi che riguardano l'Offerta Pubblica.

4. Spanish Translation

The Spanish translation of the summary
has not been reviewed or approved by the FMA.

Sección A – Introducción y Advertencias

A.1. La denominación y el número internacional de identificación de valores mobiliarios de los valores

La denominación de los valores es «Derechos de participación en los ingresos al portador CAM».

El código ISIN es AT0000A2KQT1.

A.2. La identidad y datos de contacto del emisor, incluido su identificador de entidad jurídica

El Emisor es Digital Fastlane DF GmbH, una sociedad de responsabilidad limitada (*Gesellschaft mit beschränkter Haftung*) establecida en la República de Austria e inscrita en el Registro Mercantil austriaco con el número FN 444924 a, con sede en Lakeside B10, 9020 Klagenfurt, Austria.

El número de teléfono del Emisor es +43 720 88 16 22.

El Identificador de entidad jurídica (LEI) del Emisor es 529900XK7RD0YC271J19.

A.3. Cuando proceda, la identidad y datos de contacto del oferente, incluido su identificador de entidad jurídica si el oferente tiene personalidad jurídica, o de la persona que solicite la admisión a cotización en un mercado regulado

La Autoridad de los Mercados Financieros de Austria (Finanzmarktaufsichtsbehörde, la «FMA») es la autoridad competente encargada de aprobar el Folleto.

Dirección: Otto-Wagner-Platz 5, 1090 Viena, Austria

Teléfono: +43 1 249 590

Fax: +43 1 249 59 54 99

Correo electrónico: prospektaufsicht@fma.gv.at

A.4. La identidad y los datos de contacto de la autoridad competente que apruebe el folleto y, cuando esta sea diferente, de la autoridad competente que haya aprobado el documento de registro o el documento de registro universal

No se aplica.

A.5. La fecha de aprobación del folleto

18 de marzo de 2021

A.6. Advertencias

Este resumen debe leerse como una introducción al Folleto. Cualquier decisión de invertir en los Derechos de Participación tokenizados debe basarse en la consideración del conjunto del Folleto por parte del inversor.

Está a punto de adquirir un producto que no es sencillo y que puede ser difícil de entender. Los inversores podrían perder la totalidad o parte del capital invertido.

En caso de que se presente una reclamación relacionada con la información contenida en el presente Folleto ante un tribunal, el inversor demandante podría, según la legislación nacional, tener que asumir los gastos de la traducción del Folleto antes de iniciar el procedimiento judicial.

Sólo habrá lugar a responsabilidad civil de las personas que hayan presentado el resumen, incluida cualquier traducción del mismo, pero sólo si dicha nota de síntesis es engañosa, inexacta o incoherente en relación con las demás partes del Folleto o no aporte, leída junto con las otras partes del Folleto, datos

relevantes para ayudar a los inversores a la hora de determinar si deben invertir o no en los Derechos de Participación tokenizados.

Sección B – La información fundamental sobre el Emisor

B.1. ¿Quién es el emisor de los valores?

El emisor está inscrito en el Registro Mercantil de Austria con el nombre Digital Fastlane DF GmbH.

B.1.1. Su domicilio y forma jurídica, su identificador de entidad jurídica, el Derecho al amparo de la cual opera y su país de constitución

El Emisor es una sociedad de responsabilidad limitada (Gesellschaft mit beschränkter Haftung) establecida en la República de Austria e inscrita en el Registro Mercantil austriaco con el número FN 444924 a, con sede en Lakeside B10, 9020 Klagenfurt, Austria.

El Emisor opera bajo las leyes de Austria, las normas europeas aplicables y, en la medida en que sea aplicable, conforme a los acuerdos internacionales.

El Identificador de entidad jurídica (LEI) es 529900XK7RD0YC271J19.

B.1.2. Sus actividades principales

Plataforma Cam.TV

El Emisor gestiona una social community y una plataforma de streaming denominada «Plataforma Cam.TV», disponible en la dirección www.cam.tv, que permite a sus usuarios monetizar sus pasiones y habilidades. La Plataforma Cam.TV es como un mercado en línea, donde los usuarios pueden compartir contenido a cambio de un pago. El Emisor pretende impulsar un mercado social activo y variado donde los usuarios puedan compartir sus conocimientos y ser compensados por ello.

Canales

Después de registrarse en la plataforma Cam.TV, cada usuario dispone de un canal personal. Los canales funcionan como páginas de aterrizaje personalizadas que muestran las publicaciones, vídeos y otros contenidos digitales de los usuarios. Los usuarios pueden personalizar sus canales compartiendo información sobre sí mismos, mediante publicaciones de blog y subiendo contenidos de vídeo. Otros usuarios pueden descubrir, seguir y calificar los canales que coincidan con sus intereses. Las publicaciones en los canales seguidos se muestran en la página de inicio del usuario. Los canales incluyen funciones de mensajería y videollamada, lo que permite a los usuarios comunicarse directamente entre sí.

Publicaciones

Los usuarios pueden compartir contenidos de interés para otros usuarios publicando mensajes, imágenes y vídeos en su canal personal. Los usuarios también pueden comentar las publicaciones y compartirlas en los sitios web de otras redes sociales como Facebook o Twitter. También pueden utilizar el botón de «apoyo» para indicar que apoyan las publicaciones. Esta función de «apoyo» es similar al «me gusta» de Facebook, con la diferencia de que los usuarios de la plataforma Cam.TV pueden obtener beneficios económicos y ganar reputación por publicar contenidos populares. Cuando un usuario hace clic en el botón «apoyo» tiene la opción de donar dinero virtual al usuario que publicó dicho contenido.

En la actualidad, la función de ‘asistencia’, solo funciona con LKSCoin, un tipo de moneda virtual que existe en la Cadena de bloques LKSCoin. Sin embargo, la Plataforma Cam.TV no depende de LKSCoin para realizar transferencias de valor dentro de la plataforma. En teoría, el Emisor puede sustituir en el futuro LKSCoin por otro tipo de moneda virtual.

Mercado

La Plataforma Cam.TV también funciona como mercado para que los usuarios ofrezcan sus productos y servicios a otros usuarios a cambio de una remuneración. Los usuarios que ofrecen productos o servicios remunerados a otros usuarios en la Plataforma Cam.TV se denominan «Creadores». Los Creadores pueden ofrecer productos como artículos o vídeos, o servicios, por ejemplo, educativos o de consultoría. El Emisor

(por medio de su filial 3Technology para el mercado italiano) cobra a los Creadores una tarifa cuando se vende a otros usuarios el contenido de un Creador. La tarifa se basa en el tipo de suscripción que tenga el Creador, cobrándose un 20 % del precio de compra para suscriptores 'Cam.TV Go', un 10 % para los suscriptores 'Cam.TV Business: Advanced' y un 5 % para los suscriptores 'Cam.TV Business: Professional'.

En el Mercado de la Plataforma Cam.TV, los usuarios también acceden a cursos bajo demanda gratuitos o remunerados, y toman parte en servicios de asesoramiento virtual, como lecciones particulares o webinarios de grupo por vídeo en directo o streaming.

Venta de Productos Cam.TV

Para monetizar la Plataforma Cam.TV, el Emisor, por medio de su filial 3Technology, vende productos relacionados con la Plataforma Cam.TV, como sales funnel, suscripciones, canales, almacenamiento de datos, dominios web personalizados y publicidad («Productos Cam.TV»). Se pueden comprar otros Productos Cam.TV de forma individualizada o conjuntamente mediante una suscripción. Quien adquiere una suscripción obtiene beneficios adicionales, como tarifas reducidas en la Plataforma Cam.TV y apoyo técnico individual.

El Emisor ofrece actualmente a los clientes tres tipos de suscripciones (precios sin IVA). La suscripción inicial denominada «Cam.TV Go», está disponible pagando 7,90 euros al mes o 78 euros al año. «Cam.TV Business» es para usuarios profesionales y puede adquirirse como suscripción «advanced» o «professional». Los precios actuales de la versión «advanced» son de 49 euros al mes o 480 euros al año; los de la «professional» son de 247 euros al mes o 1.470 euros al año. Los tipos de suscripción y los precios están sujetos a cambios.

Colaboración con la Fundación LKS

El Emisor ha suscrito un acuerdo de colaboración con la Fundación LKS, una organización sin ánimo de lucro italiana cuya sede se encuentra en Pordenone (Italia), y que es la creadora de la Cadena de bloques LKSCoin. Dos de los Accionistas del Emisor, Marco Minin e Ivan Perez, así como algunos miembros del equipo del Emisor, ejercen como asesores de la Fundación LKS. La colaboración se refiere a la integración de LKSCoin en la Plataforma Cam.TV, y a la realización de actividades de investigación y desarrollo de nuevas aplicaciones de la tecnología de cadena de bloques, sobre todo en relación con la Cadena de bloques LKSCoin. El Emisor y la Fundación LKS se encuentran en las etapas iniciales de desarrollo de un token no fungible (NFT) que pueda utilizarse en la Plataforma Cam.TV para rastrear la titularidad (copyright) de los productos que se ofrecen en el mercado de la Plataforma Cam.TV.

B.1.3. Sus principales accionistas y si es propiedad de terceros o está controlado directa o indirectamente por terceros, con indicación en tal caso de sus nombres

Según el conocimiento del Emisor, no hay personas que tengan, de forma directa o indirecta, interés notificable en el capital o los derechos de voto del Emisor según la legislación austriaca, salvo sus Accionistas:

Accionistas del Emisor	Acciones del Capital Total	Capital Social Suscrito
Gabriele Visintini	60.00 %	EUR 60.000,00
Ivan Prez	20.00 %	EUR 20.000,00
Marco Minin	20.00 %	EUR 20.000,00

(Fuente: Registro Mercantil de Austria a la fecha del presente Folleto)

B.1.4. La identidad de sus directores más importantes

Gabriele Visintini, nacido el 9 de marzo de 1972, en Gerbergasse 5/3, 9500 Villach, Austria, es director ejecutivo y administrador único del Emisor.

B.1.5. La identidad de sus auditores legales

El Emisor no tiene auditor legal. Los estados financieros anuales auditados del Emisor para 2020 han sido auditados por KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Viena, Austria, y han sido emitidos con un dictamen de auditoría sin reservas, que hace hincapié en la significativa incertidumbre existente sobre el principio de empresa en funcionamiento.

B.2. ¿Cuál es la información financiera fundamental relativa al emisor?

Los datos financieros clave siguientes se basan en los Estados Financieros Anuales Auditados de 2020 del Emisor.

Declaración de ingresos

<i>Cifras presentadas en EUR</i>	2020	2019
Resultado de explotación	-6.604,45	-476.705,06

Balance general

<i>Cifras presentadas en EUR</i>	2020	2019
Deuda financiera neta (deuda a largo plazo más deuda a corto plazo menos efectivo)	3.329.961,61	2.621.456,46

La deuda financiera neta incluye el capital participativo, así como préstamos bancarios y otros pasivos de los socios, menos los saldos bancarios.

Estado de flujos de efectivo

<i>Cifras presentadas en EUR</i>	2020	2019
Flujos de caja netos de actividades de explotación	116.994,85	188.322,37
Flujos de efectivo netos de actividades de financiación	398.488,84	-1.960,56
Flujos de efectivo netos de actividades de inversión	-825.500,00	-950.900,00

B.3. ¿Cuáles son los principales riesgos específicos del emisor?

El Emisor evalúa los siguientes aspectos como riesgos «altos»:

- Pese al patrimonio neto negativo del Emisor, los Estados Financieros Anuales Auditados de 2020 contienen una previsión de empresa en funcionamiento de que el Emisor podrá operar en los próximos 12 meses sin riesgo de quiebra. La previsión de empresa en funcionamiento representa la opinión de los gerentes del Emisor. Si la previsión de empresa en funcionamiento es inexacta, es previsible la de insolvencia del Emisor, siendo probable que los Tokenholders pierdan toda su inversión.
- Existen dudas sobre si el Emisor conseguirá levantar capital suficiente en la presente Oferta Pública para ejecutar su plan de negocio. Si el Emisor no consigue reunir una cantidad suficiente de capital en esta Oferta Pública, podría perjudicarse el desarrollo futuro de la Plataforma Cam.TV o provocar una situación de insolvencia del Emisor. Ello podría entrañar menores distribuciones para los Tokenholders o, en el supuesto de insolvencia del Emisor, una pérdida total de la inversión de los Tokenholders.
- El Emisor podría ser incapaz de competir de forma eficaz para captar usuarios. Un menor número de usuarios en la Plataforma Cam.TV afectaría negativamente al negocio, resultado de las operaciones y situación financiera del Emisor.
- El éxito de la plataforma Cam.TV depende de una gran cantidad de usuarios y, en particular, de aquellos Creadores que producen contenido de alta calidad y ofrecen productos y servicios de alta

calidad. No atraer y retener una gran comunidad de usuarios, especialmente Creadores, podría afectar negativamente y considerablemente al negocio del Emisor.

- Los Creadores pueden intentar eludir la plataforma Cam.TV ofreciendo sus servicios en otros lugares. Los esfuerzos para prevenir tal elusión pueden ser costosos para el Emisor, pueden no ser efectivos y pueden afectar negativamente a la marca del Emisor o a la experiencia del usuario.
- La pandemia de COVID-19 ha interrumpido los negocios y operaciones del Emisor y puede continuar haciéndolo hasta que el virus pueda ser contenido o erradicado. El hecho de no contener o erradicar el virus COVID-19 puede afectar negativamente y considerablemente al negocio del Emisor, a los resultados de las operaciones y a su situación financiera.

El Emisor evalúa los siguientes aspectos como riesgos «medios»:

- El Emisor es una empresa joven. No es seguro que el modelo de negocio del Emisor funcione de forma rentable. Puede que el Emisor nunca pueda explotar con éxito su negocio si las hipótesis del mismo sobre su modelo de negocio no se revelan acertadas.
- El Emisor depende de su filial 3Technology para monetizar la Plataforma Cam.TV. Si 3Technology deja de operar, ello podría conllevar retrasos significativos, así como un aumento de los costes de ejecución del plan de negocio del Emisor.
- El Emisor no es rentable en la actualidad, y podría necesitar de capital adicional para sustentar su continuo desarrollo empresarial. Existe el riesgo de que el Emisor no pueda obtener refinanciación en condiciones aceptables. La incapacidad del Emisor de obtener el capital adicional necesario podría tener un efecto adverso significativo en el negocio, resultado de las operaciones y situación financiera del Emisor.

Sección C – La información fundamental sobre los valores

C.1. ¿Cuáles son las principales características de los valores?

Los valores son derechos de participación de ingresos al portador tokenizados. Los Derechos de Participación están tokenizados, lo que significa que todos los derechos relacionados con los Derechos de Participación están vinculados a la posesión del Token CAM en la Blockchain de Ethereum. Toda persona que posee Derechos de Participación se denomina también Tokenholder.

En total, se emitirán hasta 43.750.000 euros de Derechos de Participación tokenizados, divididos en hasta 35.000.000 de piezas únicas con un valor nominal de 1,25 euros cada una. El ISIN de los Derechos de Participación tokenizados es AT0000A2KQT1.

A partir del 1 de enero de 2022, los titulares de tokens participarán mediante el derecho de obligaciones en los ingresos del Emisor derivados de la Plataforma Cam.TV. Conforme a los Términos y Condiciones de los Derechos de Participación tokenizados, por «ingresos» se entienden los resultados de los importes derivados de las ventas de productos y la prestación de servicios en o a través de la Plataforma Cam.TV y percibidos por el Emisor, de la reducción en ventas netas y del impuesto sobre el valor añadido y otros impuestos directamente relacionados con el volumen de negocios (de conformidad con el artículo 231, apartado 2, punto 1, y el artículo 189a, punto 5, del Código de Empresas austriaco; Unternehmensgesetzbuch). Los ingresos provienen de las siguientes fuentes (todas a través de 3Technology): (i) ventas directas de Productos Cam.TV a los usuarios; (ii) ventas indirectas de Productos Cam.TV a los usuarios a través de distribuidores de terceros; y (iii) las comisiones cobradas a los Creadores cuando el contenido de un Creador se vende a otros usuarios. Las Distribuciones de ingresos de las Filiales del Emisor no son consideradas como Ingresos.

Cada Derecho de Participación tokenizado participa en el 0,000001 % de los ingresos. Por cada 1.000.000 de euros de ingresos que el Emisor recibe distribuye a los Tokenholders 0,01 euros por Token CAM. Si se alcanza el umbral de 1.000.000 de euros, las distribuciones se efectúan en el quinto día de cada mes natural.

Por ejemplo, si los ingresos del Emisor en un mes determinado son de 1.500.000 euros, el Emisor distribuirá a los Tokenholders 0,01 euros por Token CAM. Por tanto, un Tokenholder que posea 1.000 Token CAM recibirá 10 euros en ese mes concreto (0,01 euros * 1.000). El cálculo de los Ingresos del mes siguiente tendrá en cuenta los 500.000 euros restantes que no se incluyeron en el cálculo de la distribución del mes precedente.

Los Derechos de Participación tokenizados no tienen fecha de vencimiento. El Emisor renuncia completamente a su derecho de rescisión ordinario. Los Tokenholders podrán rescindir ordinariamente sus Derechos de Participación tokenizados no más pronto del 31 de diciembre de 2032, siempre que lo hayan notificado hasta el 30 de septiembre de 2032. El Emisor y los Tokenholders pueden rescindir los Derechos de Participación tokenizados por causa justificada (*außerordentliche Kündigung*) sin tener que respetar ningún plazo de preaviso. Por ejemplo, el Emisor puede rescindir los Derechos de Participación en parte con respecto a un único Tokenholder por causa justificada si ese Tokenholder incumple sus obligaciones relativas a la Whitelist de Asignación, o en su totalidad, si los cambios en las leyes aplicables, como las leyes de supervisión o fiscales, hacen que el cumplimiento de los términos de los Derechos de Participación sea imposible para el Emisor. No existe ninguna obligación de pago o reembolso final a la terminación de los Derechos de Participación tokenizados.

Los Derechos de Participación tokenizados constituyen obligaciones subordinadas calificadas del Emisor, con un rango subordinado a todas las demás obligaciones no subordinadas existentes y futuras. Los Tokenholders no tienen derecho a ningún pago si dicho pago diera lugar a la insolvencia del Emisor. En el caso de un procedimiento de insolvencia sobre los activos del Emisor, los créditos derivados de los Derechos de Participación tokenizados sólo se tendrán en cuenta después de que todos los acreedores no subordinados hayan sido plenamente satisfechos. Los Derechos de Participación tokenizados no se pueden ceder antes del 1 de enero de 2023. A partir del 1 de enero de 2023, sólo se permitirá la cesión de los Derechos de Participación y la correspondiente transferencia de Tokens CAM, una vez que el cedente haya facilitado al Emisor los datos de identificación del cesionario, la prueba de residencia actual de este y los datos bancarios para recibir los pagos del Emisor y cuando el Emisor haya confirmado al cedente que puede realizarse la cesión.

C.2. ¿Dónde se negociarán los valores?

Actualmente, el Emisor no tiene intención de solicitar la admisión a cotización de los Derechos de Participación tokenizados. El Emisor tampoco tiene intención de solicitar la admisión a cotización de Tokens CAM en ninguna bolsa de activos digitales mientras no dispongan de licencias adecuadas. Una vez que existan bolsas que cumplan con los requisitos legales, el Emisor podría considerar la posibilidad de cotizar tokens CAM en dichas bolsas.

C.3. ¿Hay alguna garantía vinculada a los valores?

No hay ninguna garantía vinculada a los Derechos de Participación tokenizados.

C.4. ¿Cuáles son los principales riesgos específicos de los valores?

El Emisor evalúa los siguientes aspectos como riesgos «altos»:

- Debido a la subordinación calificada de los Derechos de Participación tokenizados, el Emisor podría no efectuar nunca un Reparto de Beneficios e, incluso si se efectúan Repartos de Beneficios, los Tokenholders podrían no recibir nunca un retorno positivo sobre su inversión.
- Los Derechos de Participación tokenizados son objeto de restricciones a su cesión contractual, que pueden impedir que los Tokenholders dispongan libremente de los mismos. Por tanto, los Tokenholders podrían tener que soportar el riesgo de invertir en los Derechos de Participación tokenizados durante un plazo de tiempo potencialmente indefinido.
- En la actualidad no existe un mercado líquido para los Derechos de Participación tokenizados, y es posible que nunca se establezca un mercado líquido y activo. El valor de los Derechos de Participación

tokenizados y la capacidad de un Tokenholder de vender Derechos de Participación tokenizados cuando lo desee podrían verse negativamente afectados si no llega a establecerse un mercado líquido.

- Incluso si se establece un mercado líquido y activo, el precio de los Derechos de Participación tokenizados podría ser muy volátil. Si deciden vender sus Derechos de Participación tokenizados, los Tokenholders soportan el riesgo de un precio de mercado incierto. Por tanto, es posible que los Tokenholders no puedan vender sus Derechos de Participación tokenizados a un precio favorable.

El Emisor evalúa los siguientes aspectos como riesgos «medios»:

- Si 3Technology no transfiera al Emisor el beneficio neto que recibe en virtud del Contrato de Licencia el importe de los Ingresos distribuidos a los Tokenholders podría verse negativamente afectado. El Emisor depende de 3Technology para cobrar determinados ingresos relativos a los Derechos de Participación tokenizados. Cuando el Emisor no pueda cobrar tales ingresos por cualquier motivo, los Derechos de Participación tokenizados podrían verse negativamente afectados.
- Los costes y comisiones de transacción relativos a la transmisión de los Derechos de Participación tokenizados pueden ser elevados. Estos costes accesorios afectarán al valor de los Derechos de Participación tokenizados y pueden reducir su rendimiento financiero, de haberlo, sobre todo en el supuesto de una inversión reducida.

Sección D – La información fundamental sobre la oferta pública de valores o sobre su admisión a cotización en un mercado regulado

D.1. ¿En qué condiciones y plazos puedo invertir en este valor?

Los inversores interesados pueden suscribir Derechos de Participación tokenizados en el período comprendido entre el 2 de junio de 2021 y el 31 de diciembre de 2021. El importe mínimo de suscripción es de 800 unidades. El Precio de Emisión de los Derechos de Participación tokenizados cambia con el tiempo en virtud del siguiente calendario:

Período	Descuento (% de valor nominal)	Precio de emisión	Precio de suscripción mínimo
02.06.2021 – 30.06.2021	90.0	EUR 1.12500	EUR 900
01.07.2021 – 31.07.2021	95.0	EUR 1.18750	EUR 950
01.08.2021 – 31.08.2021	97.0	EUR 1.21250	EUR 970
01.09.2021 – 30.09.2021	98.5	EUR 1.23125	EUR 985
01.10.2021 – 31.10.2021	99.0	EUR 1.23750	EUR 990
01.11.2021 – 30.11.2021	99.5	EUR 1.24375	EUR 995
01.12.2021 – 31.12.2021	100.0	EUR 1.25000	EUR 1,000

Para suscribir los Derechos de Participación tokenizados, el Suscriptor debe primero completar el proceso de Preselección (Whitelisting), presentando al Emisor un Formulario de Suscripción debidamente complementado y facilitándole determinada información identificativa (nombre, fecha de nacimiento, domicilio), así como los datos de pago para recibir distribuciones del Emisor. Una vez que este haya confirmado al Suscriptor que puede efectuar la suscripción, los Derechos de Participación tokenizados se suscriben mediante el pago del Precio de Suscripción en euros en la cuenta bancaria del Emisor (IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW), o en Bitcoin o Ether empleando el Tipo de Referencia, en las siguientes Direcciones de Suscripción:

Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejg2aq0w0fxsrgv

Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303

Por «Tipo de Referencia» se entenderá el tipo de cambio respectivo publicado en www.coinmarketcap.com en el momento en que la transacción solicitada se cursara en la correspondiente blockchain.

Una vez recibido el Pago del Precio de suscripción por parte del Emisor y una vez pagados los cargos por transferencia bancaria, si los hubiera, por parte del Suscriptor, el Emisor transferirá los Tokens CAM a la

Dirección de Ethereum indicada por el Suscriptor en el Formulario de Suscripción. El Emisor entregará los Tokens CAM el último día del mes natural en que se hayan suscrito los Derechos de Participación tokenizados. Para recibir y gestionar los tokens CAM, los Tokenholders tendrán que utilizar una Cartera Software que admita tokens ERC20. Si los poseedores de tokens utilizan una Cartera Software que no admite tokens ERC20, podrán recibir tokens CAM, pero no podrán gestionarlos ni transferirlos a una dirección diferente en la cadena de bloques de Ethereum. Para gestionar o transferir tokens CAM, los Tokenholders tendrán que importar primero la dirección a otra Cartera Software que admita tokens ERC20.

El Emisor estima que los costes totales de la emisión serán de aproximadamente 150.000 euros, más entre el 5 y el 15 % de la cantidad suscrita para fines de marketing.

Posiblemente, los inversores deberán pagar comisiones por transacción habituales al pagar el Precio de Suscripción al Emisor.

D.2. ¿Quién es el oferente o la persona que solicita admisión a cotización?

El Emisor es el único oferente. Los Derechos de Participación tokenizados no se pueden negociar en un mercado regulado.

D.3. ¿Por qué se ha elaborado este folleto?

El Emisor considera que esta Oferta Pública es necesaria para el plan de negocio del Emisor de seguir desarrollando la Plataforma Cam.TV y reforzar la liquidez a largo plazo del Emisor, así como para financiar otras actividades empresariales del Emisor y sus Filiales.

La Oferta Pública no está sujeta a un acuerdo de suscripción sobre la base de un compromiso firme.

El Emisor no tiene conocimiento de ningún conflicto de interés relacionado con la Oferta Pública.

5. French Translation

The French translation of the summary
has not been reviewed or approved by the FMA.

Section A - Introduction et Mises en garde

A.1. Le nom et le numéro international d'identification des valeurs mobilières (codes ISIN)

Les valeurs mobilières sont dénommées : « CAM Bearer Revenue Participation Rights ». (*Droits de participation des détenteurs de valeurs mobilières CAM*)

Le ISIN est AT0000A2KQT1.

A.2. L'identité et les coordonnées de l'Émetteur, y compris son identifiant d'entité juridique (IEJ)

L'Émetteur est Digital Fastlane DF GmbH, société à responsabilité limitée (*Gesellschaft mit beschränkter Haftung*) établie en République d'Autriche et inscrite au registre des sociétés autrichien sous le numéro FN 444924 a, dont le siège est situé à Lakeside B10, 9020 Klagenfurt, Autriche.

Le numéro de téléphone de l'Émetteur est le +43 720 88 16 22.

L'identifiant d'entité juridique de l'Émetteur (IEJ) est 529900XK7RD0YC271J19.

A.3. Le cas échéant, l'identité et les coordonnées de l'offrant, y compris son IEJ si l'offreur a la personnalité juridique, ou de la personne qui sollicite l'admission à la négociation sur un marché réglementé

Non indiqué.

A.4. L'identité et les coordonnées de l'autorité compétente qui approuve la présente notice et, si différente, de l'autorité compétente qui a validé le document d'enregistrement ou le document d'enregistrement universel

L'autorité autrichienne des marchés financiers (*Finanzmarktaufsichtsbehörde*, le « FMA ») est l'autorité compétente pour valider le présent prospectus.

Adresse: Otto-Wagner-Platz 5, 1090 Vienne, Autriche

Téléphone : +43 1 249 590

Fax : +43 1 249 59 54 99

Courriel : prospektaufsicht@fma.gv.at

A.5. La date d'approbation de la notice

18 mars 2021

A.6. Mises en garde

Ce résumé doit être lu comme une introduction au prospectus. Toute décision d'investir dans les Droits de Participation sous forme de jetons devra être fondée sur l'examen de l'ensemble du Prospectus par l'investisseur.

Vous êtes sur le point d'acheter un produit de nature complexe, et qui peut être difficile à comprendre. Les investisseurs pourraient perdre tout ou partie du capital investi.

Lorsqu'une réclamation relative aux informations contenues dans le présent Prospectus est portée devant un tribunal, l'investisseur plaignant pourrait, en vertu du droit national, avoir à prendre les frais de traduction du Prospectus à sa charge avant l'ouverture de la procédure judiciaire.

La responsabilité civile ne concerne que les personnes qui ont déposé le présent résumé, y compris toute traduction de celui-ci, mais uniquement si le résumé est erroné, inexact ou incohérent lorsqu'il est lu conjointement avec les autres parties du Prospectus ou si celui-ci, lorsqu'il est lu conjointement avec les

autres parties du Prospectus, omet de fournir des informations clés afin d'aider les investisseurs potentiels dans des Droits de Participation tokenisés.

Section B - Informations clés relatives à l'Émetteur

B.1. Qui est l'Émetteur des titres ?

L'Émetteur est inscrit au registre des sociétés autrichien sous la dénomination Digital Fastlane DF GmbH.

B.1.1. Son siège social et sa forme juridique, son IEJ le droit régissant ses activités ainsi que son pays d'origine

L'Émetteur est une société à responsabilité limitée (*Gesellschaft mit beschränkter Haftung*) établie en République d'Autriche et inscrite au registre des sociétés autrichien sous le numéro FN 444924 a, dont le siège est situé à Lakeside B10, 9020 Klagenfurt, Autriche.

Les pratiques commerciales de l'Émetteur sont régies par la législation autrichienne en vigueur, les lois européennes applicables et conformément aux conventions internationales, dans la mesure où ces dernières s'appliquent.

L'identifiant d'entité juridique de l'Émetteur (IEJ) est 529900XK7RD0YC271J19.

B.1.2. Ses principales activités

Plateforme Cam.TV

L'Émetteur gère une communauté sociale et une Plateforme de streaming vidéo appelée « Plateforme Cam.TV », disponible sur www.cam.tv, qui permet à ses utilisateurs de monétiser leurs passions et leurs compétences. La Plateforme Cam.TV fonctionne comme un marché en ligne, où les utilisateurs peuvent partager du contenu en échange d'un paiement. L'Émetteur vise à diversifier le marché social où les utilisateurs peuvent partager leurs connaissances et être rémunérés en échange de celles-ci.

Chaînes

Chaque utilisateur bénéficie de sa propre chaîne personnelle dès sa première inscription sur la Plateforme Cam.TV. Les canaux servent de pages de destination personnalisées qui affichent les publications, vidéos et autres contenus numériques d'un utilisateur. Les utilisateurs peuvent personnaliser leurs chaînes en partageant leurs propres informations, en écrivant des articles de blog et en téléchargeant du contenu vidéo. Les autres utilisateurs peuvent découvrir, suivre et noter les chaînes qui correspondent à leurs intérêts. Les publications des chaînes suivies apparaissent sur la page d'accueil de l'utilisateur. Les chaînes comprennent des fonctions de messagerie et d'appel vidéo, permettant aux utilisateurs d'interagir directement entre eux.

Publications

Les utilisateurs peuvent partager du contenu susceptible d'intéresser d'autres utilisateurs en publiant des messages, des images et des vidéos sur leur chaîne personnelle. Les utilisateurs peuvent commenter les publications et les partager sur d'autres sites Web de médias sociaux tels que Facebook ou Twitter. Les utilisateurs peuvent également utiliser le bouton « support » pour indiquer leur soutien aux publications.

La fonction « soutenir » ne fonctionne actuellement qu'avec le LKSCoin, un type de monnaie virtuelle qui existe sur la blockchain du LKSCoin. Cependant, les transferts de valeur sur la Plateforme Cam.TV peuvent s'effectuer, indépendamment du LKSCoin. L'Émetteur pourrait en principe remplacer à l'avenir le LKSCoin par un autre type de monnaie virtuelle.

Marché

La Plateforme Cam.TV sert également de marché sur lequel les utilisateurs peuvent offrir leurs produits et services à d'autres utilisateurs contre paiement. Les utilisateurs qui offrent des produits ou des services à d'autres utilisateurs sur la Plateforme Cam.TV contre rémunération sont appelés des « créateurs ».

Les créateurs peuvent proposer des produits tels que des articles et des vidéos ainsi que des services tels que des services de conseil ou de formation. L'Émetteur (par l'intermédiaire de sa filiale 3Technology pour

le marché italien) facture aux Créateurs une commission lorsque leur contenu est vendu à d'autres utilisateurs. La commission est basée sur le type d'abonnement du Créateur, qui perçoit 20 % du prix d'achat pour les abonnés à « Cam.TV Go », 10 % pour les abonnés à « Cam.TV Business : Advanced » et 5 % pour les abonnés à « Cam.TV Business : Professional ».

Sur le marché de la Plateforme Cam.TV, les utilisateurs peuvent également accéder à des cours à la demande gratuitement ou contre paiement et s'engager dans des services de conseil virtuels tels que des leçons individuelles ou des webinaires de groupe via la diffusion vidéo en direct.

Vente de produits Cam.TV

Pour monétiser la Plateforme Cam.TV, l'Émetteur, par l'intermédiaire de sa filiale 3Technology, vend des produits liés à la Plateforme Cam.TV tels que des abonnements, sales funnel, des chaînes, le stockage de données, des domaines Web personnalisés et de la publicité (« Produits Cam.TV »). D'autres produits Cam.TV peuvent être achetés individuellement ou ensemble via un abonnement. Les acheteurs d'abonnements bénéficient d'avantages supplémentaires tels que des frais réduits sur la Plateforme Cam.TV et une assistance technique personnelle.

L'Émetteur propose actuellement trois formules d'abonnement aux clients (prix hors taxes). L'abonnement basique « Cam.TV Go » est disponible au prix de 7,90 euros par mois ou 78 euros par an. Cam.TV Business est conçu pour les utilisateurs professionnels et est disponible à l'achat en version « avancée » ou « professionnelle ». Le prix actuel de la version avancée est de 49 euros par mois ou 480 euros par an ; pour la version professionnelle le tarif mensuel est de 247 euros, soit 1 470 euros par an. Les formules d'abonnement proposées et leurs tarifs sont susceptibles de varier.

Partenariat avec la LKS Foundation

L'Émetteur a conclu un partenariat avec la LKS Foundation, une organisation italienne à but non lucratif ayant son siège à Pordenone, en Italie, et le créateur de la blockchain de LKSCoin. Deux des actionnaires de l'Émetteur, Marco Minin et Ivan Prez, ainsi que certains membres de l'équipe de l'Émetteur, font office de conseillers auprès de la LKS Foundation. Le partenariat a pour objectif d'intégrer le LKSCoin sur la Plateforme Cam.TV ainsi que de favoriser la recherche et le développement de nouvelles applications de la technologie blockchain, notamment en ce qui concerne la blockchain de LKSCoin. L'Émetteur et la LKS Foundation en sont aux premières (copyright) étapes du développement d'un token non-fongible (NFT) qui pourrait être utilisé sur la Plateforme Cam.TV pour retracer la propriété des produits offerts sur le marché de la Plateforme Cam.TV.

B.1.3. Ses principaux actionnaires, y compris s'ils sont directement ou indirectement détenus ou contrôlés et par qui

L'Émetteur est conscient du fait qu'aucune personne ne possède d'intérêts directs ni indirects dans le capital ou les droits de vote de l'Émetteur en vertu du droit autrichien, autres que ses actionnaires dont les noms figurent ci-dessous :

Actionnaire Émetteur	Valeurs mobilières du capital total	Capital social souscrit
Gabriele Visintini	60.00 %	60.000,00 EUR
Ivan Prez	20.00 %	20 000,00 EUR
Marco Minin	20.00 %	20 000,00 EUR

(Source : Registre des sociétés autrichiennes à la date du présent Prospectus)

B.1.4. L'identité de ses principaux dirigeants

Gabriele Visintini, né le 9.3.1972, domicilié à Gerbergasse 5/3, 9500 Villach, Autriche, est le PDG et le seul dirigeant de l'Émetteur.

B.1.5. L'identité de ses contrôleurs légaux (des comptes)

L'Émetteur n'a pas de contrôleur légal des comptes. Les comptes financiers annuels de l'Émetteur pour 2020 ont été vérifiés par KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Vienne, Autriche et ont reçu une opinion d'audit irrévocable, y compris l'accent mis sur l'incertitude importante liée à la continuité de l'exploitation.

B.2. Quelles sont les principales informations financières concernant l'Émetteur ?

Les informations financières clés suivantes sont basées sur les états financiers annuels audités 2020 de l'Émetteur.

Compte de résultat

<i>Chiffres exprimés en euros</i>	2020	2019
Résultat d'exploitation	-6.604,45	-476.705,06

Bilan

<i>Chiffres exprimés en euros</i>	2020	2019
Dette financière nette (dette à long terme plus dette à court terme moins liquidités)	3.329.961,61	2.621.456,46

La dette financière nette comprend le capital de participation ainsi que les prêts bancaires et autres dettes des partenaires moins les soldes bancaires.

Tableau des flux de trésorerie

<i>Chiffres exprimés en euros</i>	2020	2019
Flux nets de trésorerie des activités opérationnelles	116.994,85	188.322,37
Flux nets de trésorerie des opérations de financement	398.488,84	-1.960,56
Flux nets de trésorerie des activités d'investissement	-825.500,00	-950.900,00

B.3. Quels sont les principaux risques spécifiques liés à l'Émetteur ?

L'Émetteur évalue les risques suivants comme « élevés » :

- Malgré les fonds propres négatifs de l'Émetteur, les états financiers annuels audités 2020 contiennent une prévision de continuité selon laquelle l'Émetteur peut fonctionner sans risque d'insolvabilité pendant les 12 prochains mois. La prévision de continuité d'exploitation représente l'opinion de la direction de l'Émetteur. Si les prévisions de continuité d'exploitation sont inexactes, une insolvabilité de l'Émetteur est susceptible de se produire et les détenteurs de jetons subiront probablement une perte totale de leur investissement.
- Il n'est pas clair si l'Émetteur sera en mesure de lever suffisamment de capital dans le cadre de cette offre publique pour mettre en œuvre son plan d'affaires. Si l'Émetteur ne parvient pas à lever un montant de capital suffisant, cela pourrait entraver le développement futur de la Plateforme Cam.TV ou conduire à l'insolvabilité de l'Émetteur. Cela pourrait entraîner moins de distributions aux détenteurs de jetons ou, en cas d'insolvabilité de l'Émetteur, une perte totale de l'investissement des détenteurs de jetons.
- Il peut arriver que l'Émetteur ne soit pas en mesure d'exercer avec un concours suffisant pour ses utilisateurs. Moins d'utilisateurs de la Plateforme Cam.TV peuvent avoir une incidence négative sur les activités, les résultats d'exploitation et la situation financière de l'Émetteur.

- L'Émetteur est une start-up. Il n'est pas certain que le modèle d'entreprise de l'Émetteur puisse être exploité de manière rentable. Si les hypothèses de l'Émetteur dans le modèle d'entreprise ne se révèlent pas correctes, l'Émetteur peut ne jamais réussir à développer son activité.
- Le succès de la plateforme Cam.TV repose sur un grand nombre d'utilisateurs, en particulier les créateurs, produisant un contenu de haute qualité et offrant des produits et des services de haute qualité. Un échec pour attirer et fidéliser une grande communauté d'utilisateurs, en particulier les créateurs, peut défavorablement affecter le business de l'Émetteur.
- Des créateurs peuvent tenter de contourner la plateforme Cam.TV en offrant leurs services ailleurs. Les efforts visant à empêcher un tel contournement peuvent être coûteux pour l'Émetteur, ne pas être efficaces et nuire à la marque de l'Émetteur ou à l'expérience de l'utilisateur.
- La pandémie de COVID-19 a perturbé le business et les opérations de l'Émetteur et cela peut continuer ainsi jusqu'à ce que le virus soit maîtrisé ou éradiqué. Un échec pour maîtriser ou éradiquer le COVID-19 peut avoir un impact défavorable important sur le business de l'Émetteur, mais aussi sur les résultats des opérations et de la condition financière.

L'Émetteur évalue les risques suivants comme « moyens » :

- L'Émetteur s'appuie sur sa filiale 3Technologie pour la monétisation de la Plateforme Cam.TV. Si 3Technologie cessait ses activités, cela pourrait entraîner des retards importants et des coûts plus élevés dans la mise en œuvre du plan d'affaires de l'Émetteur.
- L'Émetteur n'est actuellement pas rentable et peut nécessiter de capitaux supplémentaires pour soutenir son développement commercial continu. Il existe un risque que le refinancement ne soit pas disponible pour l'Émetteur à des conditions acceptables. L'incapacité de l'Émetteur à obtenir des capitaux supplémentaires, si nécessaire, pourrait avoir un effet défavorable important sur les activités, les résultats d'exploitation et la situation financière de l'Émetteur.

Section C - Informations clés sur les valeurs mobilières

C.1. Quelles sont les principales caractéristiques des valeurs mobilières ?

Les valeurs mobilières sont des Droits de Participation tokenisés versés au porteur. Les Droits de Participation sont tokenisés, ce qui signifie que tous les droits liés aux droits de participation sont liés à la possession du jeton CAM correspondant sur la chaîne *Ethereum Blockchain*. Toute personne détenant des Droits de Participation est également appelée « détenteur de jeton ».

Un ensemble de jetons de Droits de Participation tokenisés sera émis pour un montant équivalent à 43.750.000 euros, divisés en 35.000.000 pièces individuelles d'une valeur nominale de 1,25 euro chacune. La référence ISIN des Droits de Participation tokenisés est la suivante : AT0000A2KQT1.

A partir du 1er janvier 2022, les détenteurs de jetons participeront, par le biais de la loi des obligations, aux recettes de l'Émetteur provenant de la Plateforme Cam.TV. Selon les conditions générales des Droits de Participation tokenisés, par « recettes », on entend les montants perçus en échange de la vente de produits et de prestations de service sur ou par la Plateforme Cam.TV et reçus par l'Émetteur, déduction faite de la réduction du chiffre d'affaires et de la taxe sur la valeur ajoutée et d'autres taxes directement liées au chiffre d'affaires (conformément à l'article 231, paragraphe 2, point 1 et à l'article 189a, point 5, du code des sociétés autrichien *Unternehmensgesetzbuch*). Les recettes proviennent des sources suivantes (toutes via 3Technologie) : (i) ventes directes de produits Cam.TV aux utilisateurs ; (ii) ventes indirectes de produits Cam.TV aux utilisateurs par l'intermédiaire de distributeurs tiers ; et (iii) commissions facturées aux Créateurs lorsque le contenu d'un Créateur est vendu à d'autres utilisateurs. Les distributions de revenus des filiales de l'Émetteur ne sont pas considérées comme des revenus.

Chaque Droit de Participation tokenisé participe à 0,000001% du revenu. Pour chaque tranche de 1.000.000 euros de revenu reçu par l'Émetteur, l'Émetteur distribue aux détenteurs de jetons 0,01 euros par jeton CAM. Les distributions sont effectuées le cinquième jour ouvrable de chaque mois calendaire si le seuil de 1.000.000 euros est atteint.

Par exemple, si le revenu de l'Émetteur pour un mois donné est de 1.500.000 euros, l'Émetteur distribuerait aux Détenteurs de jetons 0,01 euros par jeton CAM. Un Détenteur de jetons détenant 1.000 jetons CAM recevrait donc 10 euros pour ce mois particulier (0,01 eur * 1 000). Le calcul du chiffre d'affaires du mois suivant inclurait les 500.000 euros restants qui ne faisaient pas partie du calcul de la distribution du mois précédent.

Les Droits de Participation tokenisés n'ont pas de date d'échéance. L'Émetteur renonce définitivement à son droit de résiliation ordinaire. Les Détenteurs de jetons peuvent normalement résilier les Droits de Participation tokenisés à compter du 31 décembre 2032 au plus tôt, à condition qu'un avis ait été fourni avant le 30 septembre 2032. L'Émetteur et les Détenteurs de tokens peuvent résilier les Droits de Participation tokenisés pour un motif valable (außerordentliche Kündigung) sans devoir respecter de délai de préavis. Par exemple, l'Émetteur peut résilier les Droits de Participation en partie vis-à-vis d'un seul Tokenholder pour une raison valable si ce Tokenholder ne respecte pas ses obligations concernant la Liste Blanche d'Assignment, ou dans sa totalité, si des changements dans les lois applicables, telles que les lois de surveillance ou fiscales, rendent impossible pour l'Émetteur de continuer à respecter les termes des Droits de Participation. Il n'y a pas d'obligation de paiement final ou de remboursement lors de la résiliation des Droits de Participation tokenisés.

Les Droits de Participation « tokenisés » constituent des obligations subordonnées qualifiées de l'Émetteur, ils sont subordonnés à toutes les autres obligations non subordonnées existantes et futures. Les détenteurs de jetons n'ont droit à aucune rémunération de nature à provoquer l'insolvabilité de l'Émetteur. En cas de procédure d'insolvabilité engagée sur les actifs de l'Émetteur, les créances découlant des Droits de Participation tokenisés ne seront prises en compte qu'après le paiement de tous les créanciers non subordonnés. Les Droits de Participation « tokenisés » ne sont pas cessibles avant le 1er janvier 2023. À compter du 1er janvier 2023, une cession des Droits de Participation ainsi que le transfert correspondant de jetons CAM n'est autorisé qu'après que le cédant ait fourni à l'Émetteur une identification du cessionnaire, une preuve de l'adresse résidentielle actuelle du cessionnaire et les détails du paiement pour recevoir les paiements provenant dudit Émetteur, et confirmation de l'Émetteur au cédant qu'une cession est possible.

C.2. Où les valeurs mobilières seront-elles négociées ?

L'Émetteur n'a actuellement pas l'intention de demander l'admission à la négociation des Droits de Participation tokenisés. L'Émetteur n'a pas non plus l'intention de demander l'admission à la négociation des jetons CAM sur un marché d'actif numérique tant qu'un tel marché avec les licences appropriées n'est pas mis en place. Dès lors qu'il existe des bourses de ce type qui remplissent les conditions légales, l'Émetteur pourra envisager d'y coter les jetons CAM.

C.3. Les valeurs mobilières font-elles l'objet d'une garantie ?

Les Droits de Participation tokenisés ne sont assortis d'aucune garantie.

C.4. Quels sont les principaux risques spécifiques aux valeurs mobilières ?

L'Émetteur évalue les risques suivants comme « élevés » :

- En raison de la subordination qualifiée des Droits de Participation tokenisés, l'Émetteur ne peut jamais procéder à une distribution de revenus et, même si des distributions de revenus sont effectuées, les détenteurs de jetons peuvent ne jamais recevoir leur part de retour sur investissement.
- Les Droits de Participation tokenisés sont sujets à des restrictions de transferts contractuels, ce qui peut entraver les détenteurs de jetons de disposer librement de leurs Droits de Participation tokenisés. Les détenteurs de jetons devront donc accepter le risque d'un investissement dans les Droits de Participation tokenisés pour une durée indéterminée.
- Actuellement, il n'y a pas de marché liquide pour les Droits de Participation tokenisés et un marché liquide actif ne se développera certainement jamais. Si un marché liquide ne se développe pas, la

valeur des Droits de Participation tokenisés et la capacité d'un détenteur de jetons à vendre les Droits de Participation tokenisés lorsqu'elle est désirée sera impactée négativement.

- Même si un marché liquide se développerait, le prix des Droits de Participation tokenisés serait très volatile. Les détenteurs de jetons acceptent le risque d'un prix de marché incertain s'ils décident de vendre leurs Droits de Participation tokenisés. Les détenteurs de jetons seront ainsi incapables de vendre les Droits de Participation tokenisés à un prix leur étant favorable.

L'Émetteur évalue les risques suivants comme « moyens » :

- Si 3 Technology ne parvient pas à transférer à l'Émetteur le revenu net qu'il reçoit conformément au contrat de licence, le montant du revenu distribué aux détenteurs de jetons sera impacté négativement.
- Il peut y avoir des coûts et des frais élevés concernant la transaction associée aux Droits de Participation tokenisés transférés. Ces coûts additionnels affecteront la valeur des Droits de Participation tokenisés et feront peut-être diminuer leur retour financier, surtout dans le cas d'un petit investissement.

Section D - Les informations clés sur l'offre au public de valeurs mobilières et/ou l'admission à la négociation sur un marché réglementé

D.1. À quelles conditions et selon quel échéancier puis-je investir dans cette valeur mobilière ?

Les Droits de Participation tokenisés peuvent être souscrits par les investisseurs intéressés pendant la période comprise entre le 2er juin 2021 au 31 décembre 2021. Le montant minimum pour l'inscription est de 800 jetons. Le prix d'émission des Droits de Participation tokenisés évolue dans le temps selon l'échéancier suivant :

Période	Remise (% de la valeur nominale)	Prix d'émission	Prix de souscription minimum
02.06.2021 – 30.06.2021	90,0	EUR 1,12500	EUR 900
01.07.2021 – 31.07.2021	95,0	EUR 1,18750	EUR 950
01.08.2021 – 31.08.2021	97,0	EUR 1,21250	EUR 970
01.09.2021 – 30.09.2021	98,5	EUR 1,23125	EUR 985
01.10.2021 – 31.10.2021	99,0	EUR 1,23750	EUR 990
01.11.2021 – 30.11.2021	99,5	EUR 1,24375	EUR 995
01.12.2021 – 31.12.2021	100,0	EUR 1,25000	EUR 1.000

Pour s'inscrire aux Droits de Participation tokenisés, le candidat doit d'abord compléter une inscription préalable sur la liste blanche des souscriptions en soumettant à l'Émetteur une feuille d'inscription complétée qui fournira à l'Émetteur quelques informations sur son identité (nom, date de naissance, adresse du domicile...) ainsi que les détails de paiement afin de recevoir les distributions de l'Émetteur. Une fois que l'Émetteur a confirmé au candidat que l'inscription peut être faite, la souscription des Droits de Participation tokenisés s'effectue par virement du montant correspondant en euros sur le compte bancaire de l'Émetteur (IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW), ou en Bitcoin ou en Ether en utilisant le taux de référence à ces adresses de souscription :

Bitcoin : bc1q83trmk3qq4krc77ktrvx95weij2aq0w0fxsrgv

Ether : 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303

« Taux de référence » signifie que le taux de change est publié respectivement à l'adresse www.coinmarketcap.com au moment où la demande de transaction a été placée sur la *blockchain* (chaîne de blocage).

Après réception du Prix de Souscription par l'Émetteur et après paiement de tous les frais bancaires éventuels par le souscripteur, l'Émetteur transférera les jetons CAM à l'adresse Ethereum fournie par le souscripteur sur la feuille d'inscription. L'Émetteur délivrera les jetons CAM le dernier jour calendaire du mois au cours duquel les Droits de Participation tokenisés ont été souscrits. Pour recevoir et gérer les

jetons CAM, les détenteurs de jetons disposeront d'un logiciel de gestion de portefeuille qui prend en charge les jetons ERC20. Si les détenteurs de jetons utilisent un logiciel de portefeuille incompatible avec les jetons de type ERC20, les détenteurs de jetons recevront les jetons mais ne pourront ni les administrer ni les transférer à une adresse différente via la *blockchain* (chaîne de blocage) Ethereum. Pour gérer ou transférer les jetons, les détenteurs de jetons devront d'abord importer l'adresse dans un autre logiciel de gestion de portefeuille supportant les jetons ERC20.

L'Émetteur estime le coût total de l'émission à environ 150 000 euros, auxquels s'ajoutent des frais de l'ordre de 5 à 15 % du montant souscrit à des fins de marketing.

Les investisseurs peuvent être tenus de s'acquitter des frais bancaires courants lors du paiement des frais de souscription à l'Émetteur.

D.2. Qui est l'Émetteur de l'offre et/ou la personne qui sollicite l'admission à la négociation ?

L'Émetteur est le seul offreur. Il n'est pas prévu de négociation des Droits de Participation sous forme de jetons sur un marché réglementé.

D.3. Dans quel but le présent prospectus est-il rédigé ?

L'Émetteur considère que cette Offre Publique est nécessaire dans le cadre de son programme d'affaires visant à développer la Plateforme Cam.TV et à renforcer les liquidités de l'Émetteur sur le long terme, ainsi qu'à financer d'autres activités commerciales de l'Émetteur et de ses Filiales.

L'offre publique n'est soumise à aucun accord de souscription sur une base d'engagement ferme.

L'Émetteur n'a pas connaissance de conflits d'intérêts importants liés à l'offre publique.

B. RISK FACTORS

Investors should carefully consider the following risk factors in evaluating the Issuer's business and their investment in the tokenized Participation Rights. The Issuer considers the risks described below to be the most material risks relating to the Issuer, the industries in which the Issuer is active, regulatory and political matters and the economy. The risks set out below might turn out not to be complete or prove not to be exhaustive. In addition to these risks, there may be risks that the Issuer does not yet know of or that the Issuer currently deems to be immaterial to its business. The risks described below may materialize individually or cumulatively. If any of the following risks occur, the Issuer's business, net assets, financial condition, cash flow and results of operations could be materially adversely affected, the value or trading price of the Participation Rights could decline and investors could lose all or parts of their investment.

Prospective investors should read this Prospectus together with any Supplements hereto, in its entirety, and carefully consider the risks and considerations relevant to an investment. However, the risk warnings set out below cannot serve as a substitute for individual advice and information which is tailored to the requirements, objectives, experience, knowledge and circumstances of each prospective investor individually. Investment decisions should not be made solely on the basis of the risk factors set out below, since there may be additional risks associated with an investment in the Participation Rights of which the Issuer is not currently aware or that have not yet materialized. The Issuer is constantly exposed to a wide range of internal or external developments or events that could significantly impact the achievement of its financial and non-financial objectives.

The Issuer has assessed each individual risk factor with regard to its materiality in terms of the potential extent of damage and probability of occurrence, and has classified each risk factor into "medium" and "high" classes, with those classified as "high" indicating the most material risks in the view of the Issuer.

B.1 Risks related to the Issuer

- **Despite the Issuer's negative equity, the Audited Annual Financial Statements 2020 contain a going concern forecast that the Issuer can function without the threat of insolvency for the next 12 months. The going concern forecast represents the opinion of the management of the Issuer. If the going concern forecast is inaccurate, an insolvency of the Issuer is likely to occur and Tokenholders would likely suffer a total loss of their investment.**

According to the Audited Annual Financial Statements 2020, the Issuer has a negative equity in the amount of EUR -2,734,388.86 as of 31 December 2020. Despite the Issuer's negative equity, the Audited Annual Financial Statements 2020 contain a going concern forecast (*Fortbestehensprognose*) that, in the opinion of the Issuer's management, the Issuer can function without the threat of insolvency for the next 12 months. The Issuer's management has set up a business plan that provides details about the future development of the Cam.TV Platform and how the future growth strategy shall be financed. The business plan forecasts that the Issuer will be able to finance its activities from the proceeds of this Public Offering as well as from sales made on the Cam.TV Platform.

The future development of the Issuer is subject to economic risks and uncertainties. If the going concern forecast is inaccurate, an insolvency of the Issuer is likely to occur.

The Issuer assesses the above risk as "high".

- **It is unclear whether the Issuer will be able to raise enough capital in this Public Offering to implement its business plan. If the Issuer fails to raise a sufficient amount of capital, it could impede the future development of the Cam.TV Platform or lead to an insolvency of the Issuer. This could result in fewer distributions to Tokenholders or, in the case of the Issuer's insolvency, a total loss of Tokenholders' investment.**

It is unclear whether the Issuer will be able to raise a sufficient amount of capital in this Public Offering. Assuming a full placement, the Issuer's management estimates that the net proceeds of the issue will be EUR 17.91 million. The Issuer's management arrived at this figure after taking into account the 18 million CAM Tokens allocated to Founders for no additional payment pursuant to the Royalty Voucher Agreement, the 1.65 million CAM Tokens in bonuses granted to the Shareholders

and team members upon the approval of this Prospectus, and the changing Issue Price during the Offer Period.

The Issuer's management estimates that at least EUR 6 million in net proceeds from this Public Offering are required to finance its activities for the next two years in accordance with its business plan. If the Issuer is unable to raise the expected capital, the further development of the Cam.TV Platform may be delayed or may lead to the insolvency of the Issuer.

The Issuer assesses the above risk as "high".

- **The Issuer may not be able to compete effectively for users. Fewer users of the Cam.TV Platform may negatively affect the Issuer's business, results of operations and financial condition.**

The Issuer competes in several highly-competitive markets, namely the social media market, the digital content market, and the market for freelancers. The Issuer faces significant competition to attract, retain and engage users and for their time and attention. Large international companies such as Kajabi, Steemit and Udemy, offer content sharing products that compete with the Cam.TV Platform. The Issuer's competitors benefit from lock-in effects and scale advantages and may be able to respond quicker to new or emerging technologies and changes in user preferences. Barriers to entry in the internet industry are low, and the Issuer's intellectual property rights and know-how may not be sufficient to prevent competitors from launching comparable products or services.

The offering of social media platforms, content sharing platforms and streaming services are increasingly competitive and global. The Issuer's success depends in part on attracting and retaining users on, and effective monetization of, the Cam.TV Platform. To attract and retain users, the Issuer needs to be able to respond efficiently to changes in consumer tastes and preferences and continue to increase the type and number of content and service offerings. Effective monetization requires the Issuer to continue to update the features and functionality of the Cam.TV Platform for users and advertisers.

All these circumstances could have a material adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer assesses the above risk as "high".

- **The Issuer is a young company. It is uncertain if the Issuer's business model can be operated profitably. If the Issuer's assumptions in the business model do not prove to be right, the Issuer may never successfully build up its business.**

The Issuer was founded in December 2015 and has a limited operating history. The Issuer is only in the early stages of expanding the Cam.TV Platform outside of Italy. Especially in this early phase of the Issuer's existence, unexpected costs and obstacles may arise.

In addition, the Issuer has only begun to implement processes and hierarchies for a sustainable division of work. It cannot be predicted whether the planned business activities can be implemented as planned and operated profitably. If the Issuer's assumptions in the business model do not prove to be right, the Issuer may never successfully build up its business.

All these circumstances could have a material adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer assesses the above risk as "high".

- **The Issuer relies on its subsidiary 3Technology for the monetization of the Cam.TV Platform. If 3Technology ceased its operations, this could lead to material delays and higher costs in the implementation of the Issuer's business plan.**

The Issuer relies on 3Technology for the monetization of the Cam.TV Platform. In particular, 3Technology is responsible for selling subscriptions and other Cam.TV Products as well as intermediating transactions on the Cam.TV Platform. 3Technology is also responsible for the continuous development and improvement of new features for the Cam.TV Platform. The Issuer's business plan assumes that 3Technology will continue to provide these services uninterrupted.

As the Issuer grows and expands internationally, the Issuer expects to establish local subsidiaries to perform the fee collection services provided by 3Technology on a local level. The establishment of additional subsidiaries would increase the Issuer's dependency on its subsidiaries.

Although the Issuer currently has and expects to maintain a 100 % stake in 3Technology, if 3Technology ceased its operations, this could lead to material delays and higher costs in the development and implementation of the Issuer's business model. As a result, the Issuer's business, results of operations and financial condition could be negatively affected.

The Issuer assesses the above risk as "medium".

- **The Issuer is not currently profitable and may require additional capital to support its ongoing business development. There is a risk that refinancing may not be available for the Issuer on acceptable terms. An inability of the Issuer to obtain additional capital, if required, could have a material adverse effect on the Issuer's business, results of operations and financial condition.**

The Issuer is in the early stages of implementing its business model. The Issuer's business activities are not currently break-even, which means that the Issuer is losing money. Moreover, the Issuer continues to make investments to support its business development. The Issuer is not profitable and may require access to additional funding in order to respond adequately to occurring business challenges. Access to and availability of refinancing options can be restricted or become more expensive than expected by the Issuer, in particular due to unexpected events such as in connection with an economic downturn caused by the COVID-19 pandemic or because of a change in interest rates.

In addition, because the tokenized Participation Rights will be characterized as debt on the Issuer's balance sheet rather than equity, the tokenized Participation Rights will negatively affect the Issuer's debt-to-equity ratio, which might make it more difficult to raise additional debt financing in the future (e.g., obtaining a bank loan).

All these circumstances could have a material adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer assesses the above risk as "medium".

- **The Issuer may become involved in legal disputes involving intellectual property claims or other disputes in connection with content uploaded by users. The costs of supporting such legal disputes may be considerable and may harm the Issuer's business, its reputation and its financial position.**

Users are continuously providing content to the Cam.TV Platform. Pursuant to the terms and conditions of the Cam.TV Platform, users are solely responsible for the uploaded content; the Issuer disclaims all liability. These measures limit, but do not necessarily eliminate, the Issuer's potential liability for caching, hosting, listing or linking to content (including third-party content) that may include material that infringe intellectual property rights (including trademark and copyrights). Such infringements of intellectual property rights by a user or the Issuer may lead to legal action against the Issuer. Furthermore, the Issuer may also face fines or court orders restricting or blocking the services of the Cam.TV Platform. The costs of supporting such litigation or proceedings may be considerable, and there can be no assurances that a favourable outcome will be obtained.

With respect to any intellectual property claims, the Issuer may have to seek a license to continue using intellectual property rights and technologies or engaging in practices found to be in violation of a third party's rights, which may not be available on reasonable terms and may significantly increase the operating expenses of the Issuer.

In addition, the Issuer may not be able to obtain or maintain sufficient protection for or successfully enforce its own intellectual property.

These risks may harm the Issuer's business, its reputation and negatively affect its financial position.

The Issuer assesses the above risks as "high".

- **According to the Issuer's business plan, the Issuer plans to hold basically all available funds in virtual currencies. The historical market values of virtual currencies have been highly volatile. If the value of the virtual currencies held by the Issuer drop drastically in value, this could lead to the Issuer's insolvency and a total loss of Tokenholders' investment.**

The Issuer plans to basically hold all available funds in virtual currencies and to exchange portions of such virtual currencies for fiat currencies to be able to settle short-term net payment obligations charged in fiat currencies.

The market values of virtual currencies are extremely volatile and rapid value declines are not unusual. The Issuer faces a significant risk of losing all or a part of his available funds held in virtual currencies. The future treasury management strategy of the Issuer is subject to economic risks and uncertainties. If the Issuer's treasury management strategy is unsuccessful and as a result the Issuer loses all or a part of his available funds held in virtual currencies, an insolvency of the Issuer is likely to occur.

The Issuer assesses the above risk as "medium".

B.2 Risks related to the Cam.TV Platform

- **The success of the Cam.TV Platform depends on a large number of users, particularly Creators, producing high-quality content and offering high-quality products and services. Failure to attract and retain a large community of users, especially Creators, could materially and adversely affect the Issuer's business.**

The growth of the Cam.TV Platform depends on the Issuer's ability to attract and retain a large community of users, especially of Creators that offer high-quality products and services on the Cam.TV Platform. If current and potential users do not perceive their experience with the Cam.TV Platform to be useful, the Issuer may not be able to attract new users, retain existing users or maintain or increase the frequency and duration of users' engagement.

The Issuer's ability to attract and retain users depends on its ability to continuously improve and to offer new features on the Cam.TV Platform. Any delay may lead to customer dissatisfaction, loss of revenue and users, cancelation of orders, as well as reputational damage. The Issuer has already experienced delays in the implementation of the business model and the development of new features, which have proven to be more complex and time-intensive as originally anticipated by the Issuer.

Any decrease in the attractiveness of the Cam.TV Platform relative to other options available to Creators and users could lead to decreased engagement and diminished network effects on the Cam.TV Platform, which could result in a drop in revenue for the Issuer. Decreased engagement on the Cam.TV Platform may also diminish the prospect of the Issuer to generate revenue by selling advertisements on the Cam.TV Platform. If the Issuer fails to attract new users and Creators or if existing users and Creators decrease their use or cease using the Cam.TV Platform, the Issuer's business could be materially adversely affected.

The Issuer assesses this risk as "high".

- **Creators may attempt to circumvent the Cam.TV Platform and offer their services elsewhere. Efforts to prevent such circumvention may be costly for the Issuer, may not be effective, and may adversely affect the Issuer's brand or user experience.**

The Issuer's business depends on Creators and users transacting through the Cam.TV Platform. Despite the Issuer's best efforts to prevent them from doing so, Creators and users may circumvent the Cam.TV Platform and engage with or pay each other through other means to avoid fees charged by the Issuer through its subsidiary 3Technology. Efforts to prevent such circumvention may be costly for the Issuer, may not be effective, and may have an adverse effect on the Issuer's brand or user experience. As a result, the Issuer's business could be adversely affected.

The Issuer assesses this risk as "high".

- **The COVID-19 pandemic has disrupted the Issuer's businesses and operations and may continue to do so until the virus can be contained or eradicated. A failure to contain or eradicate COVID-19 may have a material adverse effect on the Issuer's business, results of operations and financial condition.**

During the COVID-19 pandemic, government authorities around the world have ordered businesses to close and people to remain at home while imposing significant restrictions on traveling and social gatherings. These restrictions have disrupted the Issuer's businesses and operations. For example, the Issuer was forced to delay the full launch of its Cam.TV Labs program. The technical integration of the virtual currency services in the Cam.TV Platform has likewise taken longer than expected due to the COVID-19 pandemic. The general lack of trade fairs and other public venues to showcase the Cam.TV Platform has also harmed the Issuer's marketing and advertising abilities.

If precautionary measures, such as the closure of shops or restrictions on public events, continue for a significant length of time, or if additional measures are implemented that further disrupt the economies of the EU member states, this could negatively impact the Issuer's ability to conduct business and implement its business model in a timely manner.

Furthermore, the economic downturn due to COVID-19 may adversely affect users' ability to pay and user demand and end-user usage, which would adversely affect the Issuer's operating results and financial condition. Failure to contain the further spread of COVID-19 will prolong and exacerbate the general economic downturn. In addition, the continuing pandemic may further impact the Issuer's ability to expand the Cam.TV Platform internationally, which could severely disrupt the Issuer's business and operations and adversely affect the Issuer's operating results and financial condition.

All these circumstances could have a material adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer assesses the above risk as "high".

- **The Issuer may not succeed in expanding the Cam.TV Platform internationally. If the Issuer is unable to expand internationally, its business, results of operations and financial condition may be negatively affected.**

Currently, the Cam.TV Platform is mostly active in the Italian market. However, the Issuer intends to expand the Cam.TV Platform internationally step by step. Beginning in the fourth quarter of 2021, the Issuer plans to actively promote the Cam.TV Platform in other countries of the European Union. The Issuer expects to target the largest EU member states (e.g., Germany, France) first. Starting in the fourth quarter of 2022, the Issuer expects also to target countries outside the European Union. Outside of the European Union, the Issuer expects to focus on the United States market and then expand to other international jurisdictions based on market size as well as favorable legislation, particularly relating to censorship.

Since the Issuer has limited operating experience in other jurisdictions, expansion into other countries could result in delays that could affect the ability of the Cam.TV Platform to generate revenue to the expected extent. Apart from that, the Issuer may face unexpected obstacles that could prevent the Issuer from operating in other jurisdictions at all. For example, government authorities outside Italy may seek to restrict access to the Cam.TV Platform if they consider the Issuer to be in violation of their laws or for other reasons. Some states (such as China, India and Turkey) have already restricted access to social media platforms from time to time. Governments may seek to restrict access to or block the Cam.TV Platform, prohibit or block the hosting of certain content available through the Cam.TV Platform, or impose other restrictions that may affect the accessibility or usability of the Cam.TV Platform in that country for a period of time or even indefinitely. For example, some countries have enacted laws that allow websites to be blocked for hosting certain types of content or may require websites to remove certain restricted content. It can be challenging to manage the requirements of multiple jurisdictions governing the type and nature of the content available on the Cam.TV Platform. If prohibitions or restrictions are imposed on the Cam.TV Platform, or if competitors of the Issuer are able to successfully penetrate new geographic markets or capture

a greater share of existing geographic markets that the Issuer cannot access or where the Issuer faces other restrictions, its user growth, retention and engagement may be adversely affected, and its business, revenue and financial results could be harmed.

Even if the operation of the Cam.TV Platform is permitted in other countries and appropriate regulatory approvals have been obtained, insufficient or inadequate compliance with the respective regulatory requirements can lead to market restrictions.

If the Issuer is unable to expand internationally and manage the complexity of global operations successfully, its business, results of operations and financial condition may be harmed.

The Issuer assesses this risk as "medium".

- **Hashrate Labs may not be able to provide virtual currency services in every jurisdiction in which the Cam.TV Platform is active. In such a case, users from the affected jurisdictions may not be able to make use of virtual currency services on the Cam.TV Platform. Limited functionality of the Cam.TV Platform may harm user experience, which may in turn have a material adverse effect on the Issuer's business, results of operations and financial condition.**

In an increasing number of jurisdictions around the world, providing services related to virtual currencies requires prior authorization in the form of a license or registration. In the European Union, for example, many member states that have implemented the EU 5th Anti-Money Laundering Directive (Directive (EU) 2018/843) into national law require virtual currency service providers to register with the respective competent authority before offering virtual currency services in that member state. For example, to the Issuer's knowledge as of the date of this Prospectus, registration is required in Austria, France and Germany (among other EU member states), but is not required in Italy or Spain. As a further example, in the United States, providing virtual currency services requires a license in certain US states such as New York and Washington State.

If Hashrate Labs is unable to obtain the necessary authorizations in each jurisdiction in which the Cam.TV Platform is active, users in the affected jurisdictions may not be able to make use of virtual currency services on the Cam.TV Platform. Limited functionality of the Cam.TV Platform may harm user experience, which may in turn have a material adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer assesses this risk as "medium".

- **A change in the Issuer's business model may trigger a change in the regulatory classification of LKSCoin under Austrian law. If the use of LKSCoin in Austria becomes subject to a license or registration obligation, the Issuer may be required to remove LKSCoin from the Cam.TV Platform. Replacing LKSCoin with another virtual currency on the Cam.TV Platform might entail high costs for the Issuer and may negatively affect the Issuer's business, results of operations and financial condition.**

A change in the Issuer's business model may trigger a change in the regulatory classification of LKSCoin under Austrian law. For example, if in the future LKSCoin qualified as units of an alternative investment fund under the Austrian Alternative Investment Fund Managers Act (AIFMG), a license or registration as an alternative investment fund manager would become necessary, which may result in users no longer being able to transact in LKSCoin on the Cam.TV Platform. In such a case, the Issuer would replace LKSCoin with another virtual currency on the Cam.TV Platform. However, in doing so, some services on the Cam.TV Platform may be significantly disrupted, which may negatively affect user experience. In addition, the Issuer may face unexpected technical challenges and incur high costs, which may negatively affect the Issuer's business, results of operations and financial condition.

The Issuer assesses this risk as "medium".

B.3 Risks related to the tokenized Participation Rights

- **Due to the qualified subordination of the tokenized Participation Rights, the Issuer may never effect a Revenue Distribution and, even if Revenue Distributions are effected, Tokenholders may never receive a positive return on their investment.**

Because the tokenized Participation Rights are qualified subordinated, the Issuer may effect a Revenue Distribution only if it would not result in the Issuer's insolvency or bankruptcy. In addition, in the case of insolvency, payment to Tokenholders would only be made if the Issuer has fully satisfied all other existing and future obligations vis-à-vis non-subordinated creditors. Pursuant to § 67 para (3) of the Austrian Insolvency Act, the claims of Tokenholders are only satisfied after the elimination of negative equity (§ 225 para (1) of the Austrian Corporate Code) or in the case of liquidation after satisfaction of all creditors. Because of the subordination of the claims under the tokenized Participation Rights, no insolvency proceedings need be opened.

In case of a liquidation of the Issuer, tokenized Participation Rights do not contain a right of capital refund but only the right to participate in the hidden reserves, in the goodwill and in the liquidation proceeds of the Issuer after satisfaction of all other non-subordinated creditors. There is no final payment or repayment obligation upon termination of the tokenized Participation Rights; Tokenholders only have a claim to Revenue Distributions pursuant to the Terms and Conditions.

The tokenized Participation Rights are not covered by the statutory deposit protection (*Einlagensicherung*). Liquidation of the Issuer might lead to a material or full loss of the Tokenholders' investment.

In addition, the Terms and Conditions do not prohibit or limit the Issuer from entering into loan or credit engagements that rank superior or equal to the obligations deriving from the tokenized Participation Rights. This means that the Issuer might enter into financing agreements that rank superior to the tokenized Participation Rights. Increased financial obligations ranking superior to the tokenized Participation Rights would increase the likelihood that Tokenholders would suffer a total loss of their investment in the event of the Issuer's insolvency.

Tokenholders therefore bear the risk that Revenue Distributions may never be effected and that a positive return on investment may never be achieved.

The Issuer assesses the above risk as "high".

- **The tokenized Participation Rights are subject to contractual transfer restrictions, which may prevent Tokenholders from freely disposing of their tokenized Participation Rights. Tokenholders may have to bear the risk of an investment in the tokenized Participation Rights for a potentially indefinite period of time.**

The tokenized Participation Rights are subject to a Lock-Up Period until 31 December 2022. During the Lock-Up Period, no assignment of the Participation Rights and no transfer of CAM Tokens may occur. Even after the Lock-Up Period has ended, the tokenized Participation Rights are assignable only after the Tokenholder has completed the Assignment Whitelisting process.

In addition, the Issuer considers an assignment as effective only after the transfer of the associated CAM Token on the Ethereum Blockchain has been confirmed by at least 120 Blocks after the Block that records the transfer, which would take approximately 26 minutes after the first recording of the transfer if an average Block time of 13 seconds is assumed.

These contractual transfer restrictions may prevent Tokenholders from freely disposing of the tokenized Participation Rights at the time of their choosing, which could negatively affect Tokenholders should the value of the tokenized Participation Rights decline.

The Issuer assesses the above risk as "high".

- **There is currently no liquid market for the tokenized Participation Rights and an active and liquid market may never develop. If a liquid market never develops, the value of the tokenized Participation Rights and a Tokenholder's ability to sell the tokenized Participation Rights when desired may be negatively affected.**

No entities exist which have a firm commitment to act as intermediaries in secondary trading of the tokenized Participation Rights. Thus, an active trading market for tokenized Participation Rights may not develop or, if it does develop, that market may not be sustained. In that case, the liquidity of the tokenized Participation Rights, a Tokenholder's ability to sell tokenized Participation Rights when desired and the prices that the Tokenholders may obtain for the tokenized Participation Rights would be adversely affected.

In addition, providing exchange services for tokenized securities such as the tokenized Participation Rights requires a license in most jurisdictions around the world. There is only a small number of exchanges worldwide that are authorized to provide such a service, none of which exist in Austria. Furthermore, the Issuer does not currently have any agreements in place to list the tokenized Participation Rights on any secondary market. If a liquid market for the tokenized Participation Rights does not develop, their value may be negatively affected.

The Issuer assesses the above risk as "high".

- **Even if an active and liquid market should develop, the price of the tokenized Participation Rights may be highly volatile. Tokenholders bear the risk of an uncertain market price if they decide to sell their tokenized Participation Rights. Tokenholders may therefore not be able to sell the tokenized Participation Rights at a favourable price.**

The market price (should one develop) of the tokenized Participation Rights would depend on a number of factors, such as the financial situation of the Issuer, macroeconomic developments and the demand for the tokenized Participation Rights. The Issuer has no influence on some of these factors. It might be the case that factors unrelated to the business prospects of the Issuer can significantly influence the market value of the tokenized Participation Rights. Thus, Tokenholders face the risk of negative market price developments of the tokenized Participation Rights, which are in particular essential, when Tokenholders wish to sell their tokenized Participation Rights to third parties.

Since offerings of tokenized securities are uncommon in Austria, market participants may find it difficult to value the tokenized Participation Rights and, as a result, may be reluctant to acquire the tokenized Participation Rights in the Public Offering or trade the tokenized Participation Rights on the secondary market. Even if a secondary market develops, the market price of the tokenized Participation Rights may be highly volatile, and Tokenholders may therefore not be able to sell the tokenized Participation Rights at a favourable price.

All these circumstances could negatively affect the value of the tokenized Participation Rights and lead to a partial or full loss of the investment.

The Issuer assesses the above risk as "high".

- **If 3Technology fails to transfer to the Issuer the net income it receives pursuant to the Licensing Agreement, the amount of Revenue distributed to Tokenholders may be negatively affected.**

Pursuant to the Licensing Agreement between 3Technology and the Issuer, 3Technology is obligated to transfer to the Issuer on a monthly basis the net income it receives for selling subscriptions and collecting intermediation fees on the Cam.TV Platform. The income received by the Issuer is included in the calculation of Revenue under the Terms and Conditions. A failure of 3Technology to transfer to the Issuer the net income it receives pursuant to the Licensing Agreement would negatively affect the calculation of Revenue under the Terms and Conditions and may reduce the amount of Revenue distributed to Tokenholders. Possible reasons for a failure of 3Technology to transfer the net income to the Issuer might include *inter alia* an unexpected hold on 3Technology's bank account, the opening

of insolvency proceedings over the assets of 3Technology, or an order by a court or governmental authority.

Since Revenue Distributions are dependent on the Revenue actually received by the Issuer, a failure of 3Technology to transfer the net income to the Issuer may negatively affect the value of the tokenized Participation Rights.

The Issuer assesses this risk as "medium".

- **There may be high transaction costs and fees associated with transferring the tokenized Participation Rights. These ancillary costs will affect the value of the tokenized Participation Rights and may decrease their financial return, if any, particularly in the case of a small investment.**

Transferring or exchanging blockchain-based assets, including the tokenized Participation Rights, may be subject to ancillary costs such as fees to exchanges (if the Participation Rights are listed on an exchange) as well as transaction fees (i.e., 'gas') on the Ethereum Blockchain. Since the start of 2021, the average gas price on the Ethereum Blockchain for a single transaction has been significantly higher than in past years. In the months preceding the date of this Prospectus, average transaction fees on the Ethereum Blockchain for a simple transfer have approximately ranged from EUR 5 to EUR 10 per transaction.

All costs in this regard are borne by the Tokenholder. These ancillary costs will affect the value of the tokenized Participation Rights and may decrease their financial return, if any, particularly in the case of a small investment.

The Issuer assesses the above risk as "medium".

- **The transfer of tokenized Participation Rights might constitute a taxable event according to the Austrian Stamp Duty Act 1957. The assignment of CAM Tokens might lead to material additional costs for the Tokenholders.**

CAM Tokens are intangible things in the sense of § 285 of the Austrian General Civil Code. Under Austrian law, legal competence (*Rechtszuständigkeit*—which is the equivalent to property, *Eigentum*, but with respect to intangible assets) is generally transferred in two steps, requiring a title (*Titel*) and a mode (*Modus*). An agreement between two parties to transfer the CAM Token can serve as title, which could be, for example, a purchase agreement, a barter agreement, or a loan agreement and the like.

However, such an agreement only creates an obligation to transfer legal competence over the CAM Tokens. The actual transfer of legal competence only occurs pursuant to Austrian law if there was also a valid mode of transfer. The mode with respect to CAM Tokens is their transfer to a new Address on the Blockchain where the associated Private Key is known only to the Transferee. The agreement between two parties to transfer the CAM Token therefore does not itself transfer legal competence but only if also a respective transaction on the Ethereum Blockchain was recorded.

While the Issuer is of the opinion that the transfer follows the rules of a transfer of property in general (*sachenrechtliche Übertragung*) due to the nature of CAM Tokens, there exists a risk that the transfer of tokenized Participation Rights may be regarded by court or administrative decision as a transfer by way of an assignment (*Zession*) pursuant to § 1392 Austrian General Civil Code. A document embodying the essential elements of such assignment (*Urkunde*) could be subject to a fee of 0.8 % of the transaction value according to the Austrian Stamp Duty Act. Thus, the assignment of CAM Tokens might lead to material additional costs for the Tokenholders, if the assignment is embodied on a document and court or administrative decision declares that CAM Tokens are not being transferred following the rules of a transfer of property in general (*sachenrechtliche Übertragung*).

The Issuer assesses the above risk as "medium".

B.4 Risks related to Blockchain technology

- **The Issuer will issue the CAM Tokens to the Delivery Address. If the Tokenholders are (a) using a Wallet Software that does not support ERC20 tokens or are (b) not in possession or (c) lose the Private Key of that Address, the Tokenholders will not be able to access the CAM Tokens issued.**

Transaction Requests are confirmed on the Ethereum Blockchain only if they are properly authorized. In order to establish whether a Transaction Request was properly authorized, digital signatures are used. Each Transaction must be cryptographically signed. This signing process is made by using the Private Key that is associated with the Address a Transaction Request originates from. Each Address has only one such Private Key. The Issuer will issue the Tokens pertaining to the tokenized Participation Rights only to the Address on the Ethereum Blockchain that was provided by the Tokenholders in the Subscription Whitelisting or the Assignment Whitelisting.

The Issuer cannot verify whether the Tokenholders are in possession of the Private Key associated with that Address or any third party. This might be the case when the Tokenholders are using an Address from a trading platform instead of using a personal Wallet Software. Also, the Issuer cannot verify whether the Tokenholders are using a Wallet Software that supports ERC20 tokens or not. The Issuer also cannot verify whether the Tokenholders continue to be in possession of the Private Key.

If the Tokenholders do not possess the Private Key to the Address that the Tokenholders have provided in the Subscription Whitelisting or the Assignment Whitelisting, the Tokenholders will not be able to access, manage or transfer the Tokens to any other Address on the Ethereum Blockchain. The same applies if the Tokenholders lose the Private Key associated with that Address. The Tokenholders will not be able to access the Tokens or transfer them to any other Address on the Ethereum Blockchain.

If the Tokenholders are using a Wallet Software that does not support ERC20 tokens, the Tokenholders will receive the Tokens but the Tokenholders will not be able to manage or transfer the Tokens to a different Address on the Ethereum Blockchain. To manage or transfer the Tokens, Tokenholders would first need to import the Address to another Wallet Software that supports ERC20 tokens.

The Issuer assesses the above risk as "high".

- **The Issuer uses a Smart Contract to transfer CAM Tokens to the Delivery Address. Errors in the programming of the Smart Contract may result in failed transactions and a loss for the Tokenholder.**

Besides the two basic functions of permanently storing existing transaction data and verifying new Transaction Requests, modern Blockchains such as Ethereum also allow for the decentralized execution of a Smart Contracts. Smart Contracts perform certain tasks based on their programming. Both the programming as well as any changes that are made to the Blockchain by a Smart Contract are permanently stored. The Issuer uses a Smart Contract on the Ethereum Blockchain that make sure that CAM Tokens are transferred only to whitelisted Delivery Addresses.

If there are programming errors in the Smart Contracts or the Ethereum Blockchain that would lead to failed transactions, this could result in substantial losses for the Tokenholders.

The Issuer assesses the above risk as "high".

- **The Ethereum Blockchain is constantly being developed and updated, which may lead to functional impairments of the Ethereum Blockchain. For example, the conversion of the Ethereum Blockchain from Proof of Work to Proof of Stake consensus algorithm (Ethereum 2.0) started in December 2020 and will last for several years. Failure of the Ethereum Blockchain may lead to losses for the Tokenholders.**

Since the Ethereum Blockchain is being constantly developed and updated and the Issuer has no influence on such developments and updates, the smooth and permanent functioning of the Ethereum Blockchain cannot be guaranteed.

In December 2020 for example, a crucial development of the Ethereum Blockchain—the conversion from Proof of Work to Proof of Stake consensus mechanism ("**Ethereum 2.0**")—has started. Ethereum 2.0 is a long-planned upgrade to the Ethereum network, giving it more scalability and security while reducing energy consumption. Proof of Stake is designed to maintain network security while replacing energy consumption with a financial commitment. In the Proof of Stake concept, virtual miners known as validators deposit a certain amount of virtual currencies to the system when mining with the understanding that they would forfeit their deposits if they were not to follow the consensus rules (e.g., if they were to validate corrupt transaction requests). In addition, with Ethereum 2.0 shard chains and the beacon chain will be introduced. Shard chains are like parallel Blockchains that exist within the Ethereum platform and take on a portion of the network's processing work. The beacon chain is a new Blockchain at the core of the Ethereum platform that will provide consensus to all the shard chains.

It cannot be guaranteed that the transition to Ethereum 2.0 will be without disruptions to the Ethereum Blockchain. Disruption or failure of the Ethereum Blockchain may lead to losses for the Tokenholders.

The Issuer assesses the above risk as "medium".

- **Every single transfer of the tokenized Participation Rights will be publicly recorded on the Ethereum Blockchain for an indefinite period of time. Tokenholders may be unable to manage their tokenized Participation Rights anonymously vis-à-vis the public. The ability for the public to link a Tokenholder's identity with their Address may negatively affect Tokenholders as well as the value of the tokenized Participation Right.**

A Blockchain—also known as a distributed ledger—in simple terms can be described as a public and decentralized register that permanently records transaction data. 'Public' means that everyone can view every single transaction that was recorded in the past. The entire transaction history is stored in the register. 'Permanent' means that because of the cryptographic functions the technology is based on, changing the transaction history is impossible using current technology. 'Decentralized' means that there is no central authority in charge of the register. Instead, a multitude of nodes in a peer-to-peer network constantly synchronize the transaction data. These three factors combined mean that every single transaction that is recorded on a Blockchain will remain there for everyone to see, potentially for an indefinite period of time.

In its basic form, a transaction on the Blockchain simply shows the source, the destination(s), and a certain value or amount that is being transferred. Source and destination are referred to as Addresses on the Blockchain, basically a long alphanumeric string that is generated following certain mathematical rules. Contrary to common belief, the Ethereum Blockchain provides no real privacy. While it is true that the Addresses used do not allow for an immediate identification of the person using it, once the Address can be linked to a particular person, every single transaction that has ever been recorded on the Blockchain using this Address becomes traceable to everyone. There are several circumstances imaginable that in the future will likely result in identification and assignment possibilities of Addresses on a Blockchain to the persons using it.

The ability for the public to link a Tokenholder's identity with their Address may negatively affect Tokenholders as well as the value of the tokenized Participation Rights.

The Issuer assesses the above risk as "medium".

C. INFORMATION ON THE ISSUER

1. Persons Responsible, Third Party Information, Experts' Reports and Competent Authority Approval

1.1 Persons responsible

The Issuer, Digital Fastlane DF GmbH (FN 444924 a), Lakeside B10, 9020 Klagenfurt, Austria, assumes the sole responsibility for the information provided in this Prospectus.

1.2 Declaration

The Issuer declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

1.3 Experts' reports

In this Prospectus, no statement or report attributed to a person as an expert is included.

1.4 Third party information

In this Prospectus no information has been sourced from a third party.

1.5 Competent authority approval

This Prospectus has been approved by the FMA as competent authority under the Prospectus Regulation in conjunction with § 13 of the Austrian Capital Markets Act 2019. The FMA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and the Austrian Capital Markets Act 2019. The accuracy of the content of the information provided herein is not the subject of the review of the Prospectus by the FMA. Such approval should not be considered as an endorsement of the Issuer that is the subject of this Prospectus.

2. Statutory Auditors

2.1 Names and addresses

The Issuer's auditor for the period covered by the historical financial information presented in this Prospectus is KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Vienna, Austria. The Issuer's auditor is a member of the Chamber of Accountants and Auditors (*Kammer der Steuerberater und Wirtschaftsprüfer*).

2.2 Resignation, removal or re-appointment

The auditor has not resigned, has not been removed and has not been re-appointed during the period covered by the historical financial information.

3. Risk Factors

3.1 Risks related to the Issuer

The risks related to the Issuer are described in chapter B. subsection B.1.

4. Information about the Issuer

4.1 History and Development of the Issuer

4.1.1 Legal and commercial name

The Issuer is registered in the Austrian Companies Register under the name Digital Fastlane DF GmbH. The Issuer also operates under the commercial name 'Digital Fastlane'.

4.1.2 Place of registration, registration number and legal entity number ('LEI')

The Issuer's place of registration is Klagenfurt, Austria. Its registration number is FN 444924 a, and its LEI is 529900XK7RD0YC271J19.

4.1.3 Date of incorporation

The Issuer was incorporated on 22 December 2015 and exists for an indefinite period of time.

4.1.4 Domicile, legal form, contact

The Issuer is a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under Austrian law with its registered office in Lakeside B10, 9020 Klagenfurt, Austria (Tel: +43 720 88 16 22).

The Issuer's website is <https://www.cam.tv>. The information on the website does not form part of this Prospectus.

4.1.5 Recent events relevant to an evaluation of the Issuer's solvency

In 2017 and 2018 the Issuer successfully collected EUR 2,900,524.46 via a crowdfunding campaign in Italy.

Depending on the size of their contribution, crowdfunding participants received certain benefits in connection with the utilization of the Cam.TV Platform. Such benefits included *inter alia* a lifetime subscription to the Cam.TV Platform with certain amount of bandwidth and online storage, reduced commission fees withheld by the Issuer for services and shared content and commissions on revenues generated by affiliated partners. In addition, certain crowdfunding participants were promised 'royalty' payments in connection with the revenues generated on the Cam.TV Platform. The Issuer will fulfill this obligation by permitting such participants (referred to as "**Founders**") to participate (i.e., to receive Participation Rights) in this Public Offering for no additional payment. The Founders will receive the tokenized Participation Rights as a "free" allotment. For further information, see the description of the Royalty Voucher Agreement in chapter C. subsection 13. (Material Contracts).

The Issuer's proceeds from the crowdfunding campaign are booked as liabilities on the Issuer's balance sheet. As of 31 December 2020, the Issuer has a negative equity in the amount of EUR -2,734,388.86. The Audited Annual Financial Statements 2020 include a going concern forecast (*Fortbestehensprognose*) that, in the opinion of the Issuer's management, the Issuer can function without the threat of insolvency for the next 12 months. If the going concern forecast is inaccurate, an insolvency of the Issuer is likely to occur.

4.1.6 Credit ratings

Not applicable; no credit ratings have been assigned to the Issuer.

4.1.7 Material changes in the Issuer's borrowing and funding structure since the last financial year

No material changes in the Issuer's borrowing and funding structure have occurred since the last financial year.

4.1.8 Description of the expected financing of the Issuer's activities

The Issuer expects to finance its activities primarily via this Public Offering and via sales on the Cam.TV Platform, namely via subscriptions, fees for selling products on the Cam.TV Platform marketplace and advertising income. The Issuer's management estimates that at least EUR 6 million in net proceeds from this Public Offering are required to finance its activities for the next two years in accordance with its business plan.

The Issuer expects sales on the Cam.TV Platform to derive primarily from the purchase of subscriptions for the foreseeable future. The Issuer anticipates that advertising revenue will have a greater role in financing the Issuer's activities as the Cam.TV Platform gains more users.

5. Business Overview

5.1 Principal activities

5.1.1 Description of the Issuer's principal activities

Since 2020, the Issuer has been actively offering and operationally pursuing the following principal activities:

Cam.TV Platform

The Issuer runs a social community and video streaming platform called the "**Cam.TV Platform**", available at www.cam.tv, that enables its users to monetize their passions and skills. The Cam.TV Platform functions as an online marketplace where users are able to share content in exchange for payment. The Issuer aims to foster an active, diverse social marketplace where users can share their knowledge and be compensated for it.

Channels

Every user receives their own personal channel when they first register on the Cam.TV Platform. Channels serve as personalized landing pages that display a user's postings, videos and other digital content. Users can personalize their channels by sharing information about themselves, writing blog posts, and uploading video content. Other users can discover, follow and rate channels that match their interests. Postings from followed channels appear on the user's homepage. Channels include messaging and video-call features, allowing users to communicate directly with one another.

The Cam.TV Platform allows users to search for channels, posts, videos and more in the search bar. Users can discover content by following certain interests and passions organized into themes such as "Art & Entertainment", "Fashion & Beauty" and "Sports & Fitness". The Cam.TV Platform shows content more tailored to the user's preferences and likes as a user's browsing patterns become more established over time.

Postings

Users can share content that might be of interest to other users by posting messages, pictures and videos on their personal channel. Users can comment on postings and share them on other social media websites such as Facebook or Twitter. Users can also use the 'support' button to indicate their support for postings. This 'support' feature is similar to giving 'likes' on Facebook, except users of the Cam.TV Platform stand to gain economic benefits as well as reputational benefits for posting popular content. When a user clicks on the 'support' button, they are given the option to donate virtual currency to the user that posted the content.

The 'support' feature currently works only with LKSCoin, a type of virtual currency that exists on the LKSCoin Blockchain, which is described in chapter D. subsection 4.1. The Cam.TV Platform, however, is not dependent on LKSCoin to facilitate transfers of value on the platform. The Issuer could in principle substitute LKSCoin with another type of virtual currency in the future.

Marketplace

The Cam.TV Platform also serves as a marketplace where users can offer their products and services to other users against payment in Euro or virtual currencies. Currently the LKSCoin is the only supported virtual currency on the marketplace. Users who offer paid products or services to other users on the Cam.TV Platform are referred to as "**Creators**". Creators can offer products such as articles and videos as well as services such as consulting or educational services. The purchase of a subscription is required to become a Creator. The Issuer's subsidiary, 3Technology, charges Creators a fee when the content of a Creator is sold to other users. The fee is based on the type of subscription the Creator has, charging 20 % of the purchase price of the Creator's content for 'Cam.TV Go' subscribers, 10 % for 'Cam.TV Business: Advanced' subscribers and 5 % for 'Cam.TV Business: Professional' subscribers.

Cam.TV Academy

Part of the Cam.TV Platform marketplace is the Cam.TV Academy, where users can access on-demand courses for free or against payment on a variety of subjects such as business development, marketing, and strategic communication.

Live Video Streaming

On the Cam.TV Platform users can provide virtual advisory services such as one-on-one lessons or group webinars via live video streaming. During the live stream users have the opportunity to interact with the host and with each other via a chat function. After the live video session has ended, replays can be uploaded to the user's channel.

Cam.TV Labs

Cam.TV Labs represent rented spaces in cities that can be used for interviews or similar activities. They represent off-line points of sales and shops.

In July 2020, the Issuer opened the first Cam.TV Lab in Udine, Italy as a test location, where it invited potential customers into the Cam.TV Lab to have free consultancy interviews. The Issuer plans to open new Cam.TV Labs after the end of the COVID-19 lockdown period.

Cam.TV Card

As an additional service, the Issuer offers prepaid Mastercard debit cards to Creators ("**Cam.TV Card**"). Each Creator may freely choose whether their income generated on the Cam.TV Platform is transferred to their bank account or loaded to their Cam.TV Card. Cam.TV Cards are purchased from and issued by the payment service provider Crosscard S.A., a limited company under Luxembourg law with its business address in 26-28, rue Edward Steichen, 2540 Luxembourg. Crosscard is authorized by the Commission de Surveillance du Secteur Financier (CSSF) of Luxembourg to issue e-money and to distribute and/or redeem e-money. In order to offer e-money services in Austria, the e-money licence was notified to the FMA.

Sales Funnel

The sales funnel is a marketing technique the Issuer is developing to approach and attract new customers. The sales funnel will consist of selling Cam.TV-branded products and services to potential new customers for little to no profit (i.e., "at cost"). The Issuer expects that, if a person has already made an initial purchase, they are more likely to make a more substantial purchase in the future, such as a subscription for the Cam.TV Platform.

In the initial sales strategy, the Issuer plans to sell a book of the initial founder of Cam.TV to potential customers. The Issuer is considering other products that could be sold in the sales funnel.

Referral Program

The Issuer has implemented a referral program to incentivize users to actively promote and participate on the Cam.TV Platform. The referral program is two tiered and consists of directly and indirectly affiliated partners. Directly affiliated partners are users which register on the Cam.TV Platform using the referral link of another user. Indirectly affiliated partners are users who register on the Cam.TV Platform using the affiliate link of a directly affiliated partner. Referral rewards are paid in the form of LKSCoin.

Sale of Cam.TV Products

To monetize the Cam.TV Platform, the Issuer's subsidiary, 3Technology, sells products related to the Cam.TV Platform. At the date of this Prospectus, the products offered to users for purchase consist of the sales funnel, subscriptions, channels, data storage, personalized web domains, marketing and advertising ("**Cam.TV Products**"). Cam.TV Products can be purchased individually or together via a subscription. Purchasers of subscriptions receive additional benefits such as reduced Cam.TV Platform fees and personal technical support. Subscribers also receive access to courses on the Cam.TV Academy. The Cam.TV Products offered are subject to change.

The Issuer currently offers three subscription models (prices VAT excluded). The starting subscription is named 'Cam.TV Go', available for EUR 7.90 per month or EUR 78.00 per year. 'Cam.TV Business' is designed

for more professional users and can be purchased as an 'advanced' or a 'professional' model. Current prices for the advanced version are EUR 49.00 per month or EUR 480.00 per year; for the professional model prices are EUR 247.00 per month or 1,470.00 yearly. The subscription models and prices are subject to change.

Partnership with the LKS Foundation

The Issuer has entered into a partnership with the LKS Foundation, an Italian non-profit organization with its seat in Pordenone, Italy and the creator and developer of the LKSCoin Blockchain. Two of the Issuer's Shareholders, Marco Minin and Ivan Prez, as well as certain team members of the Issuer, serve as advisors to the LKS Foundation. The partnership relates to the integration of LKSCoin on the Cam.TV Platform and the conducting of research and development of new applications of blockchain technology, particularly relating to the LKSCoin Blockchain. The Issuer and the LKS Foundation are in the early stages of developing a non-fungible token (NFT) that could be used on the Cam.TV Platform to trace the ownership (copyright) of products offered on the Cam.TV Platform marketplace.

Principal Markets

At the highest level, the Issuer competes in the social media market. In particular, the Issuer currently competes in the Italian social media market and plans to one day compete in the global social media market. The largest social media platforms, in some cases having over one billion active users globally, benefit tremendously from network effects and first-mover advantage. As of the date of this Prospectus, the Cam.TV Platform has more than 400,000 users. By fostering a diverse and active community of users and Creators on the Cam.TV Platform, the Issuer intends to utilize network effects for traffic generation and to incentivize users to become lifetime subscribers.

The Issuer also competes in the market for digital content and the market for freelancers. The Issuer competes to attract and retain freelancers (i.e., 'Creators') who offer digital content on the Cam.TV Platform. Freelancers include entrepreneurially minded individuals as well as small and medium-sized enterprises. Digital content includes e-publications such as books and articles, photos and art, as well as online courses and consultancy. The Issuer employs a 'software as a service' approach to allow Creators to focus on their competences to market. Given the ease by which products and services can be offered worldwide via the internet, the freelancer market is a global market.

5.2 The basis for any statements made by the Issuer regarding its competitive position

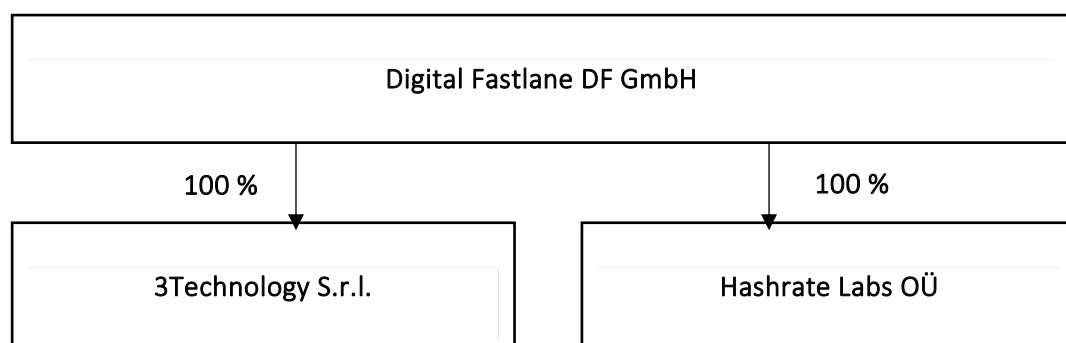
The basis for the Issuer's statement regarding its number of users derives from internal data related to usage of the Cam.TV Platform.

6. Organisational Structure

6.1 Description of the Issuer's group

The Issuer's group (the "**Group**") consists of the Issuer and its two wholly owned subsidiaries:

- 3Technology S.r.l. ("**3Technology**"), a limited liability company organized under Italian law with its registered address Via Trieste 122, 33050 Gonars, Italy; and
- Hashrate Labs OÜ ("**Hashrate Labs**"), a limited liability company organized under Estonian law with its registered address Ahtri 6a, 10151 Tallinn, Estonia.



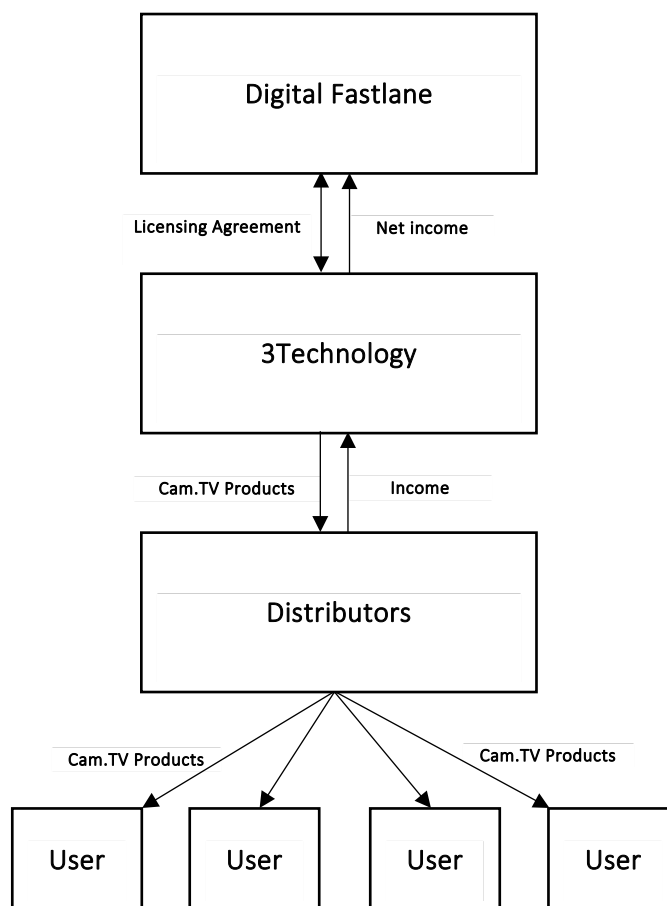
6.2 Dependencies upon other group entities

6.2.1 3Technology

The Issuer outsources to 3Technology the development and improvement of new features for the Issuer's website and the Cam.TV Platform. In addition, the Issuer relies on 3Technology to sell Cam.TV Products and to charge Creators fees for selling content to other users on the Cam.TV Platform marketplace.

Sale of Cam.TV Products

3Technology sells Cam.TV Products itself and via third-party distributors. 3Technology transfers the net proceeds from the sale of Cam.TV Products to the Issuer on a monthly basis, as shown in the following diagram:



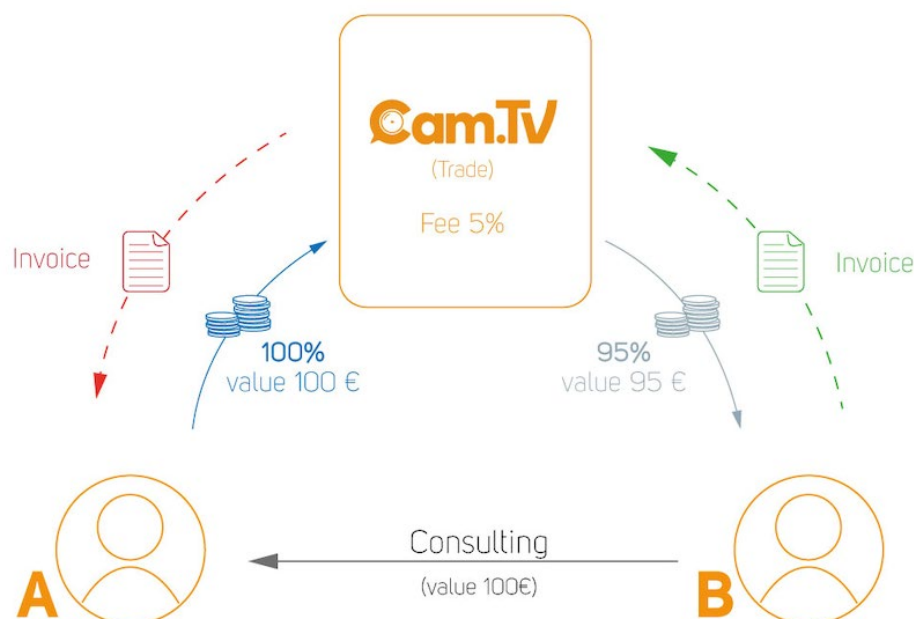
As the Issuer expands to new jurisdictions according to its business plan, the Issuer expects to establish local subsidiaries to handle the sale and invoicing of Cam.TV Products as well as the procurement of distributors on a local level.

Charging fees to Creators

3Technology charges Creators a fee when the content of a Creator is sold to other users. The fee is based on the type of subscription the Creator has, charging 20 % of the purchase price of the Creator's content for 'Cam.TV Go' subscribers, 10 % for 'Cam.TV Business: Advanced' subscribers and 5 % for 'Cam.TV Business: Professional' subscribers.

The underlying contractual relationships between the parties is as follows: 3Technology purchases the rights associated with monetizing the products and services of Creators and offers those products and services to users. Users purchase the product or service from 3Technology, and the Creator delivers the product or service to the user. 3Technology then pays the Creator the value of the product or service minus a fee based on the type of subscription the Creator has. The net proceeds obtained by 3Technology are transferred to the Issuer on a monthly basis.

The below diagram shows an example of the purchase of Creator content on the Cam.TV Platform marketplace, where "A" represents a user, "B" represents a Creator, and "Consulting" is an example of the purchased content that is provided to the user by the Creator.



In this example, the purchase price of the content is EUR 100. As shown in the diagram, 3Technology invoices 100 % of the purchase price to the user. After the user pays the purchase price, 3Technology instructs the Creator to deliver the purchased content to the user. After the Creator has delivered the content to the user, 3Technology pays the purchase price minus a fee to the Creator. In this example, 3Technology (labeled as "Cam.TV") charges the Creator a fee of 5 % of the purchase price, which, as of the date of this Prospectus, is the fee charged to Creators who are Cam.TV Business: Professional subscribers.

Sources of revenue

As of the date of this Prospectus, 3Technology has three sources of revenue through the monetization of the Cam.TV Platform:

1. Direct sales of Cam.TV Products to users;
2. Indirect sales of Cam.TV Products to users via third-party distributors; and
3. Fees charged to Creators when the content of a Creator is sold to other users.

These revenue sources qualify as "Revenue" under the Terms and Conditions. For the avoidance of doubt, profit distributions from the Issuer's Subsidiaries do not qualify as Revenue.

6.2.2 Hashrate Labs

The Issuer and Hashrate Labs are in the process of integrating virtual currency services on the Cam.TV Platform via an API. The aim is to make virtual currency services offered by Hashrate Labs available to users directly on the Cam.TV Platform. Once the integration is complete, users will be able to use the virtual currency services of Hashrate Labs to buy and sell LKSCoin on the Cam.TV Platform. The Issuer will rely on Hashrate Labs to provide these services. Hashrate Labs holds an operating license in Estonia to provide virtual currency custody and exchange services.

The Issuer expects that providing users with the ability to hold and exchange virtual currencies via Hashrate Labs' integrated API will lead to an increase of users and transactions on the Cam.TV Platform. The Issuer also expects that this planned service will be the primary way users acquire LKSCoin for use on the Cam.TV Platform.

As the Issuer expands to new jurisdictions according to its business plan, Hashrate Labs plans to acquire the applicable licenses and registrations to offer virtual currency services in those jurisdictions. Hashrate

Labs has submitted an application to the FMA for registration as a virtual currency service provider in Austria; in Italy the provision of virtual currency services does not require a license or registration.

7. Trend Information

7.1 Description of changes

No material adverse change in the prospects of the Issuer has occurred since the date of the last published audited financial statements. Further, no significant change in the financial performance of the Group has occurred since the end of the last financial period for which financial information has been published to the date of this Prospectus.

7.2 Known trends, uncertainties, demands, commitments or events

The Issuer was founded in 2015 and its limited operating history makes it difficult to evaluate its current business and future prospects, including the ability to plan for and model future growth. Nevertheless, the Issuer has learned to identify and will continue to identify trends and demands frequently changed by rapidly growing markets in constantly evolving industries.

The offering of social media platforms, content sharing platforms and streaming services are increasingly competitive and global. The success depends in part on attracting and retaining users on, and effective monetization of, the Cam.TV Platform. To attract and retain users, the Issuer needs to be able to respond efficiently to changes in consumer tastes and preferences and continue to increase the type and number of content and service offerings. Effective monetization requires the Issuer to continue to update the features and functionality of the Cam.TV Platform for users and advertisers.

Large international companies such as Kajabi, Steemit and Udemy, offer content sharing products that compete with the Cam.TV Platform.

In many cases, these competitors have the financial resources to subsidize the cost of their social media networks, content sharing and streaming services in order to promote their other products and services, making it harder for the Issuer to acquire new users and to increase provided content and services. Some of these companies also promote their brands through traditional forms of advertising, such as TV commercials, as well as internet advertising or website product placement, and have greater resources than the Issuer to devote to such efforts.

The Issuer expects competition from large technology companies and service operators, as well as new and growing companies, to increase in the future. To remain competitive, the Issuer needs to continuously invest in product development and marketing. The Issuer may not have sufficient resources to continue to make the investments needed to maintain a competitive position. In addition, many of the competitors have longer operating histories, greater name recognition, larger customer bases and significantly greater financial, technical, sales, marketing and other resources than the Issuer, which provide them with advantages in developing, marketing or servicing new products and offerings. As a result, they may be able to respond more quickly to market demand, devote greater resources to the development, promotion and sales of their products or the distribution of their content, and influence market acceptance of their products better than the Issuer can, even though the Issuer plans to develop its products internally. These competitors may also be able to adapt more quickly to new or emerging technologies or standards and may be able to deliver products and services at a lower cost. Notwithstanding the above, new entrants may enter the market with unique service offerings or approaches to providing content. In addition, the competitors may enter into business combinations or alliances that strengthen their competitive positions. Increased competition could reduce the Issuer's market share, revenue and operating margins, increase the operating costs, harm the competitive position and otherwise harm the business.

A major uncertainty in relation to the Issuer is the current global COVID-19 pandemic. In the current environment, any market outlook and trend information relevant for the Issuer is dependent on the further development of the novel strain of coronavirus known as SARS-CoV-2 and the impacts by the COVID-19 pandemic on the relevant markets and on social life as well as the governments' measures in reaction to the COVID-19 pandemic. Quarantines and curfews for Austria and many other countries worldwide have been imposed and it is estimated that further countries, regions or municipalities in several countries of

the world might also prolong existing or impose new temporary quarantines and curfews. These quarantines and curfews have led to severely negative effects on the Issuer's business. It is currently not foreseeable how long the current COVID-19 pandemic will last and whether or when the negative impacts on businesses and social life will be halted or reduced.

Apart from this, the economic conditions on which the Issuer's business plan is based should remain unchanged according to the original assessment of the Issuer's management.

There are no demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for the current financial year.

8. Profit Forecasts or Estimates

8.1 Profit forecast or estimate

Not applicable; this Prospectus does not include a profit forecast or estimate.

8.2 Assumptions

Not applicable.

8.3 Statement

Not applicable.

9. Administrative, Management, and Supervisory Bodies

9.1 Names, business addresses and functions

Managing Director

The following person is the managing director of the Issuer with sole power of representation; all statements of facts presented below concern the past five calendar years before the date of this Prospectus:

- **Gabriele Visintini**, born 9.3.1972, Gerbergasse 5/3, 9500 Villach, Austria.

Gabriele Visintini is CEO and managing director of the Issuer. Besides this, Gabriele Visintini does not engage in other relevant principal activities.

Before the Issuer was established, Gabriele Visintini developed Promogames, a market for promotional online games, and Mosajco, a global content management system and many other software applications since the year 1995.

Gabriele Visintini has not been convicted in relation to fraudulent offences nor was he part of or involved with any bankruptcies, receiverships or liquidations. There have been no official public sanctions against Gabriele Visintini.

Gabriele Visintini has not been disqualified by a court from acting as a member of an administrative, management or supervisory body of any issuer or from acting in the management or conduct of the affairs of any issuer.

Gabriele Visintini owns 60 % of the Issuer's shares.

No Other Bodies

The Issuer does not have any other administrative, management or supervisory body. There is no particular senior manager who is relevant to establishing that the Issuer has the appropriate expertise and experience for the management of the Issuer's business.

Partners with unlimited liability, in the case of a limited partnership with a share capital.

Not applicable.

9.2 Conflicts of interest

The Issuer is not aware of any conflicts of interests involving the Issuer's managing director.

10. Major Shareholders

10.1 Direct or indirect ownership or control

To the extent known to the Issuer, there are no persons who, directly or indirectly, have a notifiable interest in the Issuer's capital or voting rights under Austrian law other than its shareholders (the "**Shareholders**"):

Issuer Shareholder	Shares in Total Capital	Subscribed Share Capital
Gabriele Visintini	60.00 %	EUR 60,000.00
Ivan Prez	20.00 %	EUR 20,000.00
Marco Minin	20.00 %	EUR 20,000.00

(Source: Austrian companies' register as of the date of this Prospectus)

As far as known to the Issuer, it is directly owned by its Shareholders and there are no shareholder agreements, syndicate agreements or other agreements in place that govern voting rights or the use of vote of the Shareholders in the annual general meeting. There are also no family relationships between any of the Shareholders. There are no control mechanisms of any kind. Furthermore, there are no measures in place other than those set out in the law to ensure that control is not abused.

10.2 Change in control

There are no arrangements known to the Issuer the operation of which may at a subsequent date result in a change in control of the Issuer.

11. Financial Information Concerning the Issuer's Assets and Liabilities, Financial Position and Profits and Losses

11.1 Historical financial information

The Audited Annual Financial Statements 2020, annexed to this Prospectus as Schedule 3, is incorporated by reference into this Prospectus.

11.1.1 Audited historical financial information

The last audited financial information are the Audited Annual Financial Statements 2020, issued with an unqualified audit opinion dated 9 February 2021, which include financial information for the financial years 2020 and 2019.

The Audited Annual Financial Statements 2020 include an emphasis of matter that due to the negative equity of the Issuer there is a significant degree of uncertainty as to whether the Issuer is capable of going concern. The audit opinion is not modified in respect of this matter.

11.1.2 Change of accounting reference date

Not applicable; no change of accounting reference date has occurred during the period of the historical financial information.

11.1.3 Accounting standards

The Audited Annual Financial Statements 2020 were prepared in accordance with Austrian Generally Accepted Accounting Principles (GAAP). The audits were performed in accordance with the legal requirements and Austrian Standards on Auditing, which comply with the International Standards of Auditing (ISAs).

11.1.4 Change of accounting framework

The Audited Annual Financial Statements 2020 have been presented and prepared in a form consistent with the accounting standards framework that will be adopted in the Issuer's next published annual financial statements.

11.1.5 Audited financial information prepared according to national accounting standards

Audited Financial Information

The following historical financial information is from the Audited Annual Financial Statements 2020:

Balance Sheet

Figures presented in EUR

	2020	2019
Assets		
Fixed assets	1,044,310.02	1,076,734.99
Current assets	760,301.14	598,758.23
Prepayments and accrued income	61,448.24	263.82
Total assets	1,866,059.40	1,675,757.04
Shareholder's equity and liabilities		
Negative capital	-2,734,388.86	-2,727,286.89
Provisions	24,500.00	31,750.00
Liabilities	4,357,666.41	4,371,293.93
Accruals and deferred income	218,281.85	0.00
Total shareholder's equity and liabilities	1,866,059.40	1,675,757.04

Income Statement

Figures presented in EUR

	2020	2019
1. Net turnover	58,684.96	1,440,016.12
2. Other operating income	1,534,446.33	12,175.37
3. Cost of materials and purchased services	304,189.71	370,036.48
4. Personnel expenses	1,822.50	2,187.00
5. Amortization and depreciation	857,924.97	558,841.67
6. Other operating expenses	435,798.56	997,831.40
7. Subtotal no. 1 to 6 (Operating profit)	-6,604.45	-476,705.06
8. Other interest and similar income	2.00	1.99
9. Subtotal no. 8 to 8 (Financial result)	2.00	1.99
10. Earnings before taxes (Total no. 7 and no. 9)	-6,602.45	-476,703.07
11. Taxes on income	499.52	499.51
12. Earnings after taxes	-7,101.97	-477,202.58
13. Net loss for the year	-7,101.97	-477,202.58
14. Loss carried forward from the previous years	-2,827,286.89	-2,350,084.31
15. Balance sheet loss	-2,834,388.86	-2,827,286.89

Cash Flow Statement

Figures presented in EUR

	2020	2019
1. Earnings before taxes	-6,602.45	-476,703.07
2. Depreciation and other non-cash positions	-122,192.67	771,911.29
3. Net cash flow from operating income	-128,795.12	295,208.22
4. Change in working capital	246,288.93	-106,386.34
5. Net cash flow from earnings before taxes	117,493.81	188,821.88
6. Payments for taxes	-498.96	-499.51
7. Net cash flow from operating activities	116,994.85	188,322.37
8. Net cash flow used in investing activities	-825,500.00	-950,900.00
9. Net cash flow used in financing activities	398,488.84	-1,960.56
10. Increase/decrease in cash and cash equivalents	-310,016.31	-764,538.19
11. Cash and cash equivalents at the beginning of the year	334,995.16	1,099,533.35
12. Cash and cash equivalents at the end of the year	24,978.85	334,995.16

Change in working capital includes the change in accounts receivables, other receivables and prepayments and accrued income as well as other provisions, accounts payables – trade, deferred income as well as the cash-effective change in other liabilities which is not considered as a net financial debt, as shown in the below calculation:

	2020	2019
Accounts receivables	94,855.00	-100,000.00
Other receivables	-566,414.78	218,905.62
Prepayments and accrued income	-61,184.42	8,886.55
Other provisions	-7,250.00	8,950.00
Accounts payable – Trade	514,605.41	-5,818.45
Other liabilities	53,395.87	-237,310.06
Deferred income	218,281.85	0.00
Change in working capital	246,288.93	-106,386.34

Accounting policies and explanatory notes

In the Summary of Audit Findings section of the Audited Annual Financial Statements 2020, the auditor notes:

"The company was founded in 2015 and has started operations in 2020 only. The company does not yet gain operating profits but due to the positive development of the fictional currency 'LKSCoins' and related valuation exchange gains the result of the year is almost balanced. Since the payments received from the crowdfunding campaign in the amount of EUR 2,900,524.46 do not fulfill the criteria necessary for classifying those payments as equity under Austrian GAAP (UGB), the company records a negative equity as of 31 December 2020."

In the Audit Opinion section of the Audited Annual Financial Statements 2020, the auditor notes:

Material Uncertainty related to Going Concern

"In this context, we refer to the supplement "Additional notes to the annual financial statements of the company as of 31 December 2020", which state that the company generated an annual loss of EUR 7,101.97 in the financial year 2020 and that the company

reports a negative equity as of 31 December 2020 in the amount of EUR 2,734,388.86. As stated in the annex section cited above, these and other circumstances mentioned there indicate a significant degree of uncertainty as to whether the company is capable of going concern. Our opinion is not modified in respect of this matter."

The Audited Annual Financial Statements 2020 include the following additional notes:

"For the financial year 2020, the company qualifies as a micro-corporation in accordance with Section 221 UGB. As a result, the company is only obliged to issue a Statement of Financial Positions as of 31 December 2020 as well as an Income Statement for the year ended 2020.

Due to the fact that the company reports a loss for the financial year 2020 and that the equity of the company is negative as of 31 December 2020, the management of the company issues the following additional information to the reader of the financial statement:

The company reports an annual loss for the financial year 2020 in the amount of EUR 7,101.97 and losses carried forward from the previous years in the amount of EUR 2,827,286.89. Therefore, the equity of the company is negative in the amount of EUR 2,734,388.86 as of 31 December 2020. The losses from the previous years are mainly due to distribution fees related to a crowdfunding-financing-process in 2018. The loss of the year 2019 resulted from marketing expenses, exchange losses from the initial determination of the exchange-rate of the fictional currency "LKSCoin" as well as cost for the further development of the platform "CAM.TV". Through the aforementioned crowdfunding-financing-process, a total of EUR 2,900,000.00 in cash and cash equivalents were received from investors in 2017 and 2018, which will be used for the further set-up and the market introduction of the digital knowledge-platform "CAM.TV".

The net loss results primarily from start-up losses due to prepare the platform for a successful market entry in the following years.

The successful completion and market introduction of the platform as well as additional financing through a security token offering that shall take place in 2021, represent key events for a successful going concern of the company; however, these events are subject to economic risk and uncertainties.

The management of the company has set up a business plan that provides details about the future development of the online-platform CAM.TV and how the future growth strategy will be financed. However, the management of the company likes to emphasize the future development of the company is subject to economic risks and uncertainties, and there could be material uncertainty as to whether the company is capable of going concern. From a current perspective, management does not see an overindebtedness as defined in the insolvency law."

Additional explanatory notes

On the Issuer's balance sheet, "Fixed Assets" consist substantially of trade marks, patents and similar rights and software related to the Cam.TV Platform. "Current Assets" consist substantially of LKSCoins held by the Issuer on its own account. The increase in current assets from 2019 to 2020 can be attributed in part to gains in the valuation of LKSCoin.

On the Issuer's income statement, "Other operating income" consists of income received for multi-year subscriptions for the Cam.TV Platform.

On the Issuer's cash flow statement, the change in "Net cash flow from operating income" stems from an increase in accounts payable related to outstanding invoices of 3Technology.

11.1.6 Consolidated financial statements

Pursuant to § 246 para (1) of the Austrian Corporate Code the Issuer is exempt from the obligation to prepare consolidated financial statements. Therefore, no consolidated financial statements have been prepared by the Issuer.

11.1.7 Age of financial information

The last audited financial information are the Annual Financial Statements 2020, issued with an unqualified audit opinion dated 9 February 2021.

11.2 Interim and other financial information

11.2.1 Quarterly or half yearly financial information

As of the date of this Prospectus, the Issuer has no quarterly or half yearly financial information since the date of the Audited Annual Financial Statements 2020.

11.3 Auditing of historical annual financial information

11.3.1 Independent audit

The Issuer's Audited Annual Financial Statements 2020 have been audited by KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Vienna, Austria and have been issued with an unqualified audit opinion dated 9 February 2021, including an emphasis of matter regarding material uncertainty related to going concern.

11.3.2 Other information audited

Apart from the Audited Annual Financial Statements 2020, no other information provided in this Prospectus has been audited.

11.3.3 Non-audited financial information

Not applicable; this Prospectus does not contain non-audited financial information.

11.4 Legal and arbitration proceedings

11.4.1 Governmental, legal or arbitration proceedings

Since 6 November 2019, the Issuer and its Italian subsidiary, 3Technology, have received multiple letters from the consumer protection division of CONSOB requesting information relating to the companies' business models and their plans to conduct a securities token offering. The Issuer and 3Technology submitted their latest correspondence to CONSOB on 30 May 2020, responding to a letter sent by CONSOB on 20 May 2020. Since then, neither 3Technology nor the Issuer have received any further correspondence from CONSOB and it appears that the matter has been closed.

Other than the matter described above, there are no governmental, legal or arbitration proceedings in the previous 12 months which may have, or have had in the recent past significant effects on the Issuer and/or group's financial position or profitability.

11.5 Significant change in the Issuer's financial position

11.5.1 Significant change since the end of the last financial period

No significant change in the financial position of the Issuer has occurred since the Issuer's Audited Annual Financial Statements 2020.

12. Additional Information

12.1 Share capital

The following information is provided as of the date of the Prospectus.

Issued Capital

The Issuer has a share capital of EUR 100,000, paid in full by the Shareholders. The Issuer is a limited liability company according to Austrian law. Since the Issuer is not a stock company, it does not have any additional

authorized or unissued shares or different classes of shares. None of the Issuer's capital has been paid for with assets other than cash.

As at 31 December 2020, the Issuer had a negative equity of EUR -2,734,388.86. The Audited Annual Financial Statements 2020 include a going concern forecast (*Fortbestehensprognose*). If the going concern forecast is inaccurate, an insolvency of the Issuer will occur.

The Issuer does not have any shares not representing capital.

There are no shares held by or on behalf of the Issuer or by subsidiaries of the Issuer.

There are no convertible securities, exchangeable securities or securities with warrants as of the date of the Prospectus.

12.2 Memorandum and Articles of Association

Austrian Company Register

Since 22 December 2015 the Issuer has been registered under registration number FN 444924 a in the Austrian Companies Register. The regional court (*Landesgericht*) of Klagenfurt is the competent commercial register court.

Issuer's Business Objects

According to section 2 of the Issuer's Articles of Association, the Issuer's business objects comprise the following:

- "2.1. *The objects of the company are:*
- a) Development, purchase and sale of computer programs;*
 - b) Purchase and sale of consulting services of any kind via e-commerce;*
 - c) The trade with goods of all kinds;*
 - d) The participation and management of other companies, with the exception of banking business;*
 - e) Cooperation with similar enterprises;*
 - f) The establishment of companies and branches, as well as permanent establishments in Austria and abroad;*
 - g) The continuation of operations or parts of operations in subsidiaries, sub-subsidiaries or sister companies through spin-off of the business in whole or in part.*
- 2.2. *The company is entitled to take all measures and actions necessary and useful to achieve the object of the company."*

Provisions on the Administrative, Management or Supervisory Bodies

According to the Articles of Association, the Issuer has either one, two or more managing directors. If only one managing director is appointed, the managing director shall solely represent the Issuer. If two or more managing directors are appointed, their power of representation shall be decided at the annual general meeting.

The managing directors are appointed only at the annual general meeting. Therefore, it is at the full discretion of the Shareholders what managing directors are appointed. In general, the managing directors are expressly bound by the decisions at the annual general meeting. Any acts of the managing directors are binding upon the Issuer, even if they are made in clear violation of a decision of the annual general meeting.

However, since Gabriele Visintini as the majority shareholder is able to make most of the decisions and, as the sole managing director, is also responsible for implementing them, he has *de facto* sole control over the Issuer.

Rights, Preferences and Restrictions

Shareholders have the right to dividend payments and voting rights regarding certain subject matters. In particular, the Shareholders have the right of appointing and dismissing the managing directors in the annual general meeting. As regards other subject matters, these include the approval of annual financial statements, the decision to confer power to procuration, the supervision of the management, and requests for payment on the shares. Furthermore, changes to the capital of the Issuer or changes of the Articles of Association can only be decided by the Shareholders. Shareholders also have the right to squeeze-out other Shareholders by filing an action against a Shareholder according to the Articles of Association.

Change of Rights

The Articles of Association can be changed by a resolution of the Shareholders according to the Austrian Limited Liability Companies Act. This resolution requires the majority of three quarters of the votes cast. The Shareholders' resolution must be notarized. The Articles of Association do not provide for stricter requirements for the change of rights or change of the Articles of Association.

Annual General Meeting

The annual general meeting must take place at least once a year. According to the Articles of Association, each Shareholder as well as the managing director(s) have the right of summoning the annual general meeting by sending a registered letter. At least fourteen days need to pass between the summoning and the day of assembly of the annual general meeting. The chairman is elected by the Shareholders. The chairman is responsible for the agenda and the order of the voting for the resolutions of the Shareholders. Usually, the annual general meeting shall decide upon resolutions by a simple majority of the votes cast. However, certain subjects require different majority votes, in particular the change of the Articles of Association can only be decided upon by majority of three quarters of the votes cast.

Resolutions of Shareholders shall in principle be made in the annual general meeting. However, the Shareholders can also pass circular resolution if all Shareholders unanimously consent to this. In this case, the majority is not calculated by the votes cast, but by the amount of all votes of the Shareholders.

Change of Control

According to the Articles of Association, the transfer of shares or of any part thereof as well as any encumbrance requires a unanimous resolution of the annual general meeting. In addition, according to the Austrian Limited Liability Companies Act every transfer of shares requires a notarial deed.

Ownership Thresholds

The Issuer is a limited liability company pursuant to Austrian law; any transfer of shares must be made in the form of a notarial deed in order to be effective. There are no provisions, neither in the Articles of Association nor in applicable legislation stipulating an ownership threshold above which Shareholder's ownership must be disclosed.

Changes in Capital

The Articles of Association do not impose more stringent conditions on resolutions of Shareholders regarding the change in capital, in particular the increase of the Issuer's capital. Therefore, the Austrian Limited Liability Companies Act applies, which sets out that a resolution for the increase of capital requires the majority of three quarters of votes cast. The reduction of the Issuer's capital also requires a majority of three quarters of the votes cast. The Shareholders' resolution must be notarized.

The Articles of Association were last amended on 10 April 2019.

13. Material Contracts

13.1 Brief summary

Licensing Agreement

The Issuer and 3Technology have concluded a licensing agreement for the use of the Cam.TV Platform (the "**Licensing Agreement**"). Under the Licensing Agreement, 3Technology is responsible for monetizing the

Cam.TV Platform, particularly by selling Cam.TV Products and intermediating transactions on the Cam.TV Platform. The License Agreement requires 3Technology to pay the resulting net income to the Issuer on a monthly basis.

Distribution Agreements

Under the Issuer's business model, the Issuer utilizes third-party distributors to sell Cam.TV Products. To that end, the Issuer and 3Technology have entered into distribution agreements with distributors for the non-exclusive right to distribute, market and resell Cam.TV Products. Under the respective distribution agreements, distributors first purchase Cam.TV Products from the Issuer or 3Technology and then resell such Cam.TV Products in their own name and for their own account to new or existing users of the Cam.TV Platform.

As of the date of this Prospectus, two such distribution agreements have been concluded. One agreement is generally limited to the European territory; the other agreement is not limited territorially (except for countries on sanctions lists). The Issuer plans that all future distribution agreements will be concluded between 3Technology and the distributors. The net income received by 3Technology pursuant to the distribution agreements are paid to the Issuer on a monthly basis pursuant to the Licensing Agreement between 3Technology and the Issuer. For a depiction of the flow of the net proceeds, see chapter C. subsection 6.2.1.

Royalty Voucher Agreement

The Issuer has concluded agreements with Founders that grant Founders, against an initial payment, the right to invest in the Issuer's future public offering for no additional payment (the "**Royalty Voucher Agreement**"). The claim is subject to the condition precedent that the Issuer obtains a capital market prospectus by 31 December 2021.

The approval of this Prospectus by the FMA satisfies the condition precedent under the Royalty Voucher Agreement. The Issuer has therefore allocated 18 million CAM Tokens (representing a total Nominal Value of EUR 22.5 million) as a "free" allocation to Founders. Founders can claim their CAM Tokens on a Founder-dedicated section on the Cam.TV Platform.

Virtual Currency Service Agreement

The Issuer and Hashrate Labs have concluded an agreement for the provision of virtual currency exchange and wallet services on the Cam.TV Platform. Hashrate Labs will begin offering these services once it is registered with the FMA as a virtual currency service provider.

LKSCOIN Airdrop Agreement

On 3 June 2018, the Issuer and the LKS Foundation concluded an agreement regarding the initial distribution of 400 million LKSCOIN to the Issuer via an 'airdrop' (i.e., no payment) for the purpose of integrating LKSCOIN on the Cam.TV Platform. In addition to distributing LKSCOIN to the Issuer for free, the LKS Foundation granted to the Issuer four Wallets for storing LKSCOIN and provided the Issuer with the corresponding private keys. In return, the Issuer shall promote the use of LKSCOIN by implementing them on the Cam.TV Platform.

14. Documents Available

14.1 Documents available for inspection

At the registered office of the Issuer, the following documents can be viewed in printed form free of charge during regular business hours:

- this Prospectus and any Supplements;
- a current excerpt of the Issuer' entry in the Austrian Companies Register;
- the current Articles of Association of the Issuer;
- the Issuer's Audited Annual Financial Statements as of 31 December 2020 having been audited by KPMG Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, Porzellangasse 51, 1090 Vienna, Austria.

Furthermore, such documents will be published electronically on the website of the Issuer (<https://www.cam.tv/cam-token>).

D. INFORMATION ON THE SECURITIES

1. Persons Responsible, Third Party Information, Experts' Reports and Competent Authority Approval

1.1 Persons responsible

The Issuer, Digital Fastlane DF GmbH (FN 444924 a), Lakeside B10, 9020 Klagenfurt, Austria, assumes the sole responsibility for the information provided in this Prospectus.

1.2 Declaration

The Issuer declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

1.3 Experts' reports

In this Prospectus, no statement or report attributed to a person as an expert is included.

1.4 Third party information

In this Prospectus no information has been sourced from a third party.

1.5 Competent authority approval

This Prospectus has been approved by the FMA as competent authority under the Prospectus Regulation in conjunction with § 13 of the Austrian Capital Markets Act 2019. The FMA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and the Austrian Capital Markets Act 2019. The accuracy of the content of the information provided herein is not the subject of the review of the Prospectus by the FMA. Such approval should not be considered as an endorsement of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

2. Risk Factors

2.1 Risks related to the securities

The risks related to the tokenized Participation Rights are described in chapter B. subsection B.3.

3. Essential Information

3.1 Interest of natural and legal persons involved in the issue/offer

Each of the Shareholders will receive 500,000 tokenized Participation Rights as a bonus. The Shareholders, who also qualify as Founders, will also receive tokenized Participation Rights in their position as Founders in the respective amounts shown in the below table.

The Issuer has also allocated 150,000 tokenized Participation Rights to be distributed as bonuses to two employees of the Issuer who were involved in the preparation and execution of the Public Offering. In addition, the Issuer plans to issue 30,000 tokenized Participation Rights to the president of the LKS Foundation due to his status as a Founder.

All bonuses will be granted upon the approval of this Prospectus.

	Allocation as Founder	Bonus
Shareholder		
Gabriele Visintini	188,444	500,000
Marco Minin	56,000	500,000
Ivan Prez	51,641	500,000
Issuer Employees	140,766	150,000
LKS Foundation President	30,000	--
Total	466,851	1,650,000

Reasons for the offer and use of proceeds

The Issuer considers this Public Offering necessary for the Issuer's business plan of further developing the Cam.TV Platform and strengthening the Issuer's long-term liquidity as well as financing other business activities of the Issuer and its Subsidiaries. The Issuer's management estimates that at least EUR 6 million in net proceeds from this Public Offering are required to finance its activities for the next two years in accordance with its business plan.

Assuming a full placement, the Issuer's management estimates that the net proceeds of the issue will be EUR 17.91 million. The Issuer's management arrived at this figure after taking into account the 18 million CAM Tokens allocated to Founders for no additional payment pursuant to the Royalty Voucher Agreement (see chapter B. subsection 13), the 1.65 million CAM Tokens in bonuses granted to the Shareholders and team members upon the approval of this Prospectus, and the changing Issue Price during the Offer Period. The Issuer bears the total costs of the issue. These include costs for legal advice, this Prospectus, marketing measures, sales commissions, etc. The Issuer estimates the total costs for the issue to be approx. EUR 150,000 plus 5 to 15 % of the subscribed amount for marketing purposes.

The Issuer intends to use the net proceeds in accordance with its business plan. For the years 2021 and 2022, the Issuer plans to use the net proceeds as follows (all figures approximate): EUR 2 million for developing expenses; EUR 3 million for sales and marketing activities; and EUR 1 million for overhead expenses. The Issuer intends to use the remaining net proceeds to finance its business activities in subsequent years.

4. Information Concerning the Securities to be offered to the Public/Admitted to Trading

4.1 Description of the type and the class of the securities to be offered

The securities are tokenized bearer revenue participation rights based on revenues derived from the Cam.TV Platform. The Participation Rights are tokenized, which means that all rights in connection with the Participation Rights are linked to the possession of the respective CAM Token on the Ethereum Blockchain. Any person holding Participation Rights is also referred to as a Tokenholder.

In total, up to EUR 43,750,000 tokenized Participation Rights will be issued, divided into up to 35,000,000 single pieces with a nominal value of EUR 1.25 each. The ISIN of the tokenized Participation Rights is AT0000A2KQT1.

The Participation Rights constitute qualified subordinated obligations of the Issuer ranking subordinated to all other existing and future unsubordinated obligations, except as otherwise provided by mandatory provisions of law. Tokenholders are not entitled to any payments if such payment would result in the insolvency of the Issuer. The Participation Rights do not have a maturity date, and there is no final payment or repayment obligation upon their termination.

Blockchain Technology

The CAM Tokens are based on the Ethereum Blockchain. The following is a concise and simplified description of Blockchain technology, limited to aspects necessary to understand the tokenized Participation Rights issued under this Prospectus.

A Blockchain—also known as a distributed ledger—can be described as a public and decentralized register that permanently records transaction data. 'Public' means that everyone can view every single transaction that was recorded in the past. The entire transaction history is stored in the register. 'Permanent' means that because of the cryptographic functions the technology is based on, changing the transaction history is virtually impossible using current technology. 'Decentralized' means that there is no central authority in charge of the register. Instead, a multitude of nodes in a peer-to-peer network (the "**Network**") constantly synchronize the transaction data.

In its basic form, a transaction on the Blockchain simply shows the source, the destination(s), and a certain value or amount that is being transferred. Source and destination are referred to as addresses on the Blockchain, basically a long alphanumeric string that is generated following certain mathematical rules (the "**Address**"). Anyone can create new Addresses. When creating a new Address, a second alphanumeric string

is generated which is unique to this Address (the "**Private Key**"). Each Address has only one such Private Key.

Besides permanently storing existing transaction data, the Network has a second purpose. It ensures that any new request to transfer a certain value from one Address to another Address (the "**Transaction Request**") is verified and confirmed. All confirmed Transaction Requests become permanently stored in the Blockchain (the "**Transaction**"). This process continuously extends the transaction history and is also known as mining.

Transaction Requests are confirmed by the Network if they are properly authorized and if the Transaction Request does not violate certain rules (e.g., no double spending of the same amounts). In order to establish whether a Transaction Request was properly authorized, digital signatures are used. This means that each Transaction Request must be cryptographically signed using the Private Key. Based on the publicly available Address, the Network verifies whether a Transaction Request was indeed cryptographically signed using the Private Key. It is not necessary to disclose the Private Key for this purpose.

A confirmation of Transaction Requests does not occur on an individual basis but for multiple Transaction Requests *en bloc*. This means that multiple Transaction Requests are confirmed at the same time but it also means that it takes some time for a Transaction Request to be confirmed. Any confirmed Transactions are stored in a new Block (the "**Block**") on the Blockchain. The average time for a new Block to be created on the Ethereum Blockchain is at the date of this Prospectus approx. 13 seconds.

Besides these two basic functions, (a) permanently storing confirmed Transactions, and (b) verifying new Transaction Requests, modern Blockchains such as Ethereum also allow for the decentralized execution of a computer program (the "**Smart Contract**"). Smart Contracts perform certain tasks based on their programming. Both the programming as well as any changes that are made to the Blockchain by a Smart Contract are permanently stored on the Blockchain. The Issuer, for example, uses a Smart Contract to transfer CAM Tokens to the Delivery Address.

LKSCoin

LKSCoin is a virtual currency that offers the possibility to track and remunerate, through payments and donations, content creators within social networks. LKSCoin was created in 2017 by the LKS Foundation, an Italian non-profit organization, with the goal of creating a blockchain-based digital asset that can be easily integrated into social networks and more generally in user-generated content platforms. The total supply of LKSCoin is approx. 4.1 billion, about half of which (approx. 2 billion) has already been generated and distributed as follows:

- LKS Foundation: 70 %
- Digital Fastlane (the Issuer): 20 %
- Cam.TV Platform users: 5 %
- Token sale by the LKS Foundation (completed in 2020): 5 %

The remaining LKSCoin that have not yet been generated will be periodically generated and distributed until year 2040 to network participants that take part in securing the underlying LKSCoin Blockchain (i.e., 'masternodes').

LKSCoin are stored on Addresses on the LKSCoin Blockchain. Holders of LKSCoin can hold, send and receive LKSCoin via Wallet Software that can be downloaded at <https://www.lkschain.io>.

As part of the initial distribution of LKSCoin, the LKS Foundation made an 'airdrop' (i.e., no payment) of 40 million LKSCoin to the Issuer for the purpose of integrating LKSCoin on the Cam.TV Platform. The Cam.TV Platform is the first, and currently only, social media platform to integrate LKSCoin. The Cam.TV Platform, however, is not dependent on LKSCoin to facilitate transfers of value on the platform. The Issuer could in principle substitute LKSCoin with another type of virtual currency in the future. LKSCoin do not confer any rights vis-à-vis the Issuer or any third party, particularly those as may be commonly associated with securities such as voting or dividend rights.

To facilitate the listing of LKSCoin on virtual currency exchanges, the LKS Foundation created "LKSC", the ERC20 equivalent of LKSCoin on the Ethereum Blockchain. By using the 'swap machine' available at <https://www.lkschain.io/swap/>, holders can exchange LKSCoin for LKSC and vice versa.

As of the date of this Prospectus, LKSC is listed on the following virtual currency exchanges: Uniswap, Bibipom and Bitubu. Currently the only ways to acquire LKSCoin are to (i) first purchase LKSC on a virtual currency exchange and swap the LKSC for LKSCoin via the swap machine, (ii) receive LKSCoin from the Issuer via the referral program, or (iii) purchase LKSCoin in a private (over-the-counter) transaction. Once the virtual currency services of Hashrate Labs have been integrated on the Cam.TV Platform, users will also be able to acquire LKSCoin from Hashrate Labs via the Cam.TV Platform.

LKSCHAIN

LKSCoin is the native coin of the LKSCoin Blockchain ("LKSCHAIN"), which is a hard fork (i.e., a copy) of the Dash Blockchain without the "PrivateSend" (i.e., anonymous transaction) function. The consensus mechanism used to secure the LKSCHAIN is called 'X11' and is a combination of Proof of Work and Proof of Stake consensus mechanisms. Network participants can take part in securing the LKSCHAIN by downloading the current state of the LKSCHAIN (i.e., running a node) and staking (i.e., locking up) 100,000 LKSCoin directly in the owner's Wallet. This process is described as becoming a "Masternode". Masternodes are responsible for creating and verifying new blocks added to the LKSCHAIN. In return, the LKSCHAIN itself generates and distributes LKSCoin to Masternodes as a reward for this activity. As of the date of this Prospectus, there are more than 950 Masternodes on the LKSCHAIN, approximately 10 of which are run by the LKS Foundation and related parties.

4.2 Legislation under which the securities have been created.

The Participation Rights are subject to Austrian law, excluding reference norms of the Austrian International Private Law Statute. Tokenholders have the rights set out in the Terms and Conditions attached to this Prospectus as Schedule 1.

4.3 Certification

The tokenized Participation Rights are bearer securities that are not certificated (no physical global note or individual notes are created) but exist only in a book-entry form on Addresses of the Ethereum Blockchain. There is no single entity controlling the Ethereum Blockchain, instead the decentralized Ethereum Network is responsible for the continuous confirmation of new Transaction Requests and the storing of confirmed Transactions.

4.4 Total amount of the securities offered

In total, up to EUR 43,750,000 tokenized Participation Rights will be issued, divided into up to 35,000,000 single pieces with a nominal value of EUR 1.25 each. The Issuer will announce to the public the current amounts issued from 2 June 2021 to 31 December 2021 on the website of the Issuer under <https://www.cam.tv/cam-token>.

The total amount of CAM Tokens in circulation will at all times match the amount of tokenized Participation Rights issued and outstanding.

4.5 Currency of the securities issue

The tokenized Participation Rights are denominated in EUR; a subscription can be made by paying in Euro, Bitcoin or Ether.

4.6 Seniority of the securities

The tokenized Participation Rights constitute qualified subordinated obligations of the Issuer ranking subordinated to all other existing and future unsubordinated obligations, except as otherwise provided by mandatory provisions of law. Tokenholders are not entitled to any payments if such payment would result in the insolvency of the Issuer.

In the event of insolvency proceedings on the assets of the Issuer, the claims arising pursuant to the tokenized Participation Rights will only be taken into account after all non-subordinated creditors have

been fully satisfied. Pursuant to § 67 para (3) of the Austrian Insolvency Act, the claims of Tokenholders are only satisfied after the elimination of a negative equity (§ 225 para (1) of the Austrian Corporate Code) or in the case of liquidation after satisfaction of all creditors. Because of the subordination of the claims under the tokenized Participation Rights, no insolvency proceedings need be opened.

The Issuer is no credit institution or investment firm, therefore this Prospectus includes no information on the potential impact on the tokenized Participation Rights in the event of a resolution under Directive 2014/59/EU.

4.7 Rights attached to the securities

A) Basic Rights of the Tokenholders

Tokenholders participate by means of the law of obligations (*schuldrechtlich*) in the Revenue of the Issuer. "**Revenue**" means results from the amounts derived from sales of products and rendering of services on or by the Cam.TV Platform and received by the Issuer, net of sales reduction and value added tax and other taxes directly related to turnover (pursuant to § 231 para (2) item 1 and § 189a no (5) of the Austrian Corporate Code).

Revenue originates from the following sources:

- Direct sales of Cam.TV Products to users;
- Indirect sales of Cam.TV Products to users via third-party distributors; and
- Fees charged to Creators when the content of a Creator is sold to other users.

Profit distributions from the Issuer's Subsidiaries do not qualify as Revenue.

As of the date of this Prospectus, Revenue is generated solely by 3Technology. Pursuant to the License Agreement between the Issuer and 3Technology, 3Technology pays to the Issuer the net income generated from the sources listed above on a monthly basis. As the Issuer expands to new jurisdictions according to its business plan, the Issuer expects to establish local subsidiaries that also will be responsible for generating Revenue. See chapter C. subsection 6.2 (Dependencies upon other group entities).

The Issuer refers to this as a 'revenue participation right' (*Umsatzgenussrecht*).

The sales reduction netted from the calculation of Revenue consists of commissions and referral expenses and varies depending on the type of Cam.TV Product and the manner in which it was sold. For example, as of the date of this Prospectus, a Cam.TV Business: Advanced subscription purchased without a referral would entail a net sales reduction of 25 % of the purchase price, leaving 75 % for the calculation of Revenue.

The net sales reductions are subject to change.

B) Right to a share of the Revenue of the Issuer

Tokenholders' revenue participation right begins on 1 January 2022. Each CAM Token participates in 0.000001 % of Revenue (the "**Revenue Share**").

As an example, if all 35,000,000 tokenized Participation Rights are subscribed, this means that all Tokenholders participate in 35 % in the Revenue of the Issuer.

C) Revenue Distribution

Beginning on 7 February 2022, on the fifth business day of each calendar month (the "**Distribution Day**"), the Issuer shall effect payment of the Revenue Share of the previous calendar month to the Tokenholders (the "**Revenue Distribution**"). Revenue Distributions are made in increments of one Euro cent and shall not occur if the Revenue Share is less than EUR 0.01, i.e., in case of Revenue of less than EUR 1,000,000 (the "**Distribution Threshold**"). In other words, for every EUR 1,000,000 in Revenue received by the Issuer, the Issuer distributes to Tokenholders EUR 0.01 per CAM Token. Revenue that was not part of the calculation of the Revenue Distribution shall carry over to the next Distribution Day.

As an example, if the Issuer's Revenue for a certain month is EUR 1,500,000, the Issuer would distribute to Tokenholders EUR 0.01 per CAM Token. A Tokenholder holding 1,000 CAM Tokens would therefore receive

EUR 10 for that particular month (EUR 0.01 * 1,000). The calculation of Revenue for the subsequent month would include the remaining EUR 500,000 that were not part of the distribution calculation in the previous month.

D) Distributions are made in Euro

Tokenholders receive their Revenue Distributions in Euro. Payment shall be made using the payment details provided by the Tokenholder. To receive Revenue Distributions in Euro, the Tokenholder shall provide payment details that permit the Issuer to effect a payment without paying a fee.

In the event of a termination of the Participation Rights by a Tokenholder, the Issuer requires that the Tokenholder returns the CAM Tokens to the following Address on the Ethereum Blockchain: 0xd4C96A1e281b5dbc6e9c3b0531F526Be723aB4Cb (the "**Return Address**").

E) Calculation and Publication of Revenue

Beginning on 11 January 2022 the Revenue Share for the preceding calendar week will be calculated on Tuesday of the current calendar week ("**Calculation Day**"). The Issuer will publish on a weekly basis on the Calculation Day the Revenue and Revenue Share for the preceding calendar week on its website at www.cam.tv/cam-token.

The Issuer will publish by 30 June of each calendar year its annual financial statements for the previous financial year (the "**Annual Financial Statements**") prepared in accordance with national regulations on its website.

F) Costs and Taxes

All costs that are associated with distributions and all taxes and other charges must be borne and must be paid by the Tokenholders. If the Issuer is legally obligated to deduct or withhold taxes, fees and other charges, the Issuer will only distribute the remaining amount to the Tokenholders. In particular, the Issuer is obligated to withhold capital gains tax at the expense of the Tokenholders and will transfer the capital gains tax to the competent local Austrian tax authorities.

G) Termination Rights

The tokenized Participation Rights do not have a maturity date, meaning that there is no set end date. Tokenholders may terminate their Participation Rights as at 31 December of each calendar year, subject to a notice period of three months. Tokenholders therefore must give notice of termination by 30 September of a given year, at the latest, to be effective as of 31 December of that year. Otherwise the termination would be effective only as of 31 December of the following year. There is no final payment or repayment obligation upon termination of the tokenized Participation Rights.

Tokenholders waive their right of ordinary termination for a period of ten years starting on 1 January 2022. The tokenized Participation Rights can therefore be terminated by Tokenholders for the first time only with effect as at 31 December 2032, and only if the respective termination notice was made effectively by 30 September 2032. Termination shall not affect Tokenholders' *pro rata* right to the Revenue in the period preceding the termination.

The Issuer waives its right to ordinary termination completely. The Issuer and Tokenholders may terminate the tokenized Participation Rights for good cause (*außerordentliche Kündigung*) without having to observe any notice period. For example, the Issuer may terminate the Participation Rights in part vis-à-vis a single Tokenholder for good cause if that Tokenholder is in breach of its obligations concerning the Assignment Whitelisting, or in whole if changes in applicable laws such as supervisory laws or taxation laws make further compliance with the terms of the Participation Rights impossible for the Issuer. In the event that good cause to terminate by the Issuer arises, the Issuer's management will be required to terminate the tokenized Participation Rights immediately.

H) Limitation Period

Any claims under the tokenized Participation Rights expire after thirty years from the respective due date.

4.8 Interest rate

The tokenized Participation Rights do not have an interest rate but grant periodic Revenue Distributions based on the amount of Revenue.

4.9 Maturity and repayment

The tokenized Participation Rights do not have a maturity date, meaning that there is no set date on which a final payment becomes due or must be paid. There is also no final payment or repayment obligation upon termination of the tokenized Participation Rights.

4.10 Yield

The yield cannot be indicated because the tokenized Participation Rights do not have an interest rate. The individual return per tokenized Participation Right, if any, could be calculated as the difference between the sum of all Revenue Distributions attributable to a single tokenized Participation Right and the price paid to acquire the tokenized Participation Right.

4.11 Representation of non-equity security holders

On the part of the Issuer, no organized representation of the Tokenholders is planned.

It is not excluded that the Austrian Notes Trustee Act and the Austrian Notes Trustee Supplementation Act are applicable.

Pursuant to the Austrian Notes Trustee Act and the Austrian Notes Trustee Supplementation Act, a trustee (*Kurator*) can be appointed by an Austrian court upon the request of any interested party (e.g. a Tokenholder) or upon the initiative of the competent court to represent the common interests of the Tokenholders in matters concerning their collective rights. In particular, this may occur if insolvency proceedings are initiated against the Issuer in connection with any amendments to the Terms and Conditions or changes relating to the Issuer, or under other similar circumstances. If a trustee is appointed, it will exercise the collective rights and represent the interests of the Tokenholders and will be entitled to make statements on their behalf which shall be binding on all Tokenholders. Where a trustee represents the interests and exercises the rights of Tokenholders, this may conflict with or otherwise adversely affect the interests of individual or all Tokenholders.

4.12 Resolutions, authorisations and approvals

This Issuing of the tokenized Participation Rights is approved by resolution of the Shareholders dated 9 February 2021. Other than the tokenized Participation Rights, the Issuer does not plan on offering any other debt securities in the near future.

4.13 Issue date

The Issuer issues the CAM Tokens on a monthly basis on the last day of the calendar month the CAM Tokens were subscribed.

4.14 Restrictions on transferability

The tokenized Participation Rights may be assigned freely starting on 1 January 2023 by transferring the CAM Tokens. The period until 31 December 2022 is referred to as the "**Lock-Up Period**". During the Lock-Up Period, no assignment of the Participation Rights and no transfer of CAM Tokens may occur.

After the expiration of the Lock-up Period an assignment of the Participation Rights as well as a corresponding transfer of CAM Tokens is permissible only after the assignee has provided the Issuer with identification of the assignee, evidence of a current residential address, and payment details to receive payments from the Issuer and when the Issuer confirmed to the assignee that an assignment may be made (the "**Assignment Whitelisting**").

If a transfer to a non-whitelisted third party is attempted, the CAM Token is returned immediately. The Issuer considers an assignment as effective after the transfer of the associated CAM Token on the Ethereum Blockchain has been confirmed by at least 120 blocks after the block that records the transfer.

4.15 Taxation

The following is a general discussion of Austrian tax consequences of the acquisition and possession of the tokenized Participation Rights. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase the tokenized Participation Rights. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular investor. This summary is based on the laws currently in force and as applied on the date of this Prospectus in Austria which are subject to change, possibly with retroactive or retrospective effect.

PROSPECTIVE INVESTORS OF THE TOKENIZED PARTICIPATION RIGHTS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISERS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, POSSESSION AND DISPOSITION OF THE TOKENIZED PARTICIPATION RIGHTS, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN AUSTRIA AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

THE ISSUER WARNS PROSPECTIVE INVESTORS THAT THE TAX LAWS OF THE INVESTOR'S MEMBER STATE AND OF THE ISSUER'S MEMBER STATE OF INCORPORATION MIGHT HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE TOKENIZED PARTICIPATION RIGHTS.

4.15.1 Austria

4.15.1.1 Legal Disclaimer

For taxation purposes, the tokenized Participation Rights are considered 'bond-like'.

Hereinafter a general description of certain tax considerations relating to the bond-like revenue participation rights in Austria shall be provided. It does not purport to be a complete analysis of all tax considerations relating to the tokenized Participation Rights. Potential Subscribers of the tokenized Participation Rights should consult tax advisers as to the consequences, under the tax laws of the country in which they are resident for tax purposes and under the tax laws of Austria of acquiring, holding and disposing of tokenized Participation Rights and receiving payments of debt income and other amounts under the tokenized Participation Rights. This description is based upon the laws in force and their interpretation on the date of this Prospectus and is subject to any change in law or interpretation that may take effect after such date.

This summary of Austrian tax issues is based on the assumption that the tokenized Participation Rights are legally and actually publicly offered in the form of tokenized Participation Rights and do not qualify as equity or units in a non-Austrian investment fund for Austrian tax purposes. The tax consequences may substantially differ if the tokenized Participation Rights are not legally and actually publicly offered in the form of securities.

4.15.1.2 Classification of the Issuer according to Austrian law

The Issuer is a limited liability company (*Gesellschaft mit beschränkter Haftung*) with seat and place of effective management in Austria. Shareholders are only liable with their share capital.

4.15.1.3 Classification of the CAM Token according to Austrian Tax Law

Austrian limited liability companies can issue tokenized Participation Rights. Tokenized Participation Rights grant the Tokenholder a share in the Revenue of the Issuer.

Bond-like Revenue Participation Rights

Based on the statements in this Prospectus the tokenized Participation Rights are qualified as "bond-like revenue participation rights" and are considered debt from a tax perspective. Tokenized Participation Rights are considered bond-like tokenized Participation Rights if the following criteria are met:

- No participation in profits
- No participations in the liquidation proceeds
- Or both

For the tax assessment of revenue participation rights, the overall picture of the circumstances is decisive, i.e. whether the sum of the criteria in quality and quantity prevails for equity or debt capital. Since the tokenized Participation Rights grant the Tokenholder only the right to participate in the Revenue of the Issuer, however,

neither in the profits nor the liquidation proceeds, the CAM Token is qualified as debt instrument under the Austrian Income Tax Act.

From the point of view of corporate income tax, the issuance of bond-like participation right means the taking up of borrowed capital, insofar as repayment is to be made. In contrast, if there is no repayment obligation for the capital invested, this results in taxable operating income if the Tokenholder of the revenue participation rights is not also a shareholder and there is therefore a corporate cause.

General information

Virtual currencies are considered immaterial assets by the Austrian Ministry of Finance. The base of taxable income for the tax rate specified in § 27a para (1) No. 2 Austrian Income Tax Act can be compared to the base of taxable income when exchanging virtual currencies against assets specified in an information published by the Austrian Ministry of Finance.

The Ministry aligns the base of taxable income for Value Added Tax (VAT) purposes with the current "value" of the virtual currency when exchanged.

Individuals resident in Austria and bond-like tokenized Participation Rights are held as private assets

For Austrian residents who are subject to unlimited tax liability (§ 1 para (1) Austrian Income Tax Act in conjunction with § 1 para (2) and § 26 para (1) or § 16 para (2) Federal Fiscal Code) the following applies: Subject to the Austrian Income Tax Act is the income (§ 2 para (2) in conjunction with § 2 para (3) Income Tax Act) within one respective calendar year (§ 2 para (1) Austrian Income Tax Act). In this case § 2 para (3) No. 5 in conjunction with § 27 of the Austrian Income Tax Act applies for privately held financial assets. Income from tokenized Participation Rights can be considered as income according to § 27 para (1) in conjunction with § 27 para (2) No. 1 lit (c) Austrian Income Tax Act or in case of an alienation § 27 para (3) Austrian Income Tax Act.

Revenue distribution payments from tokenized Participation Rights

Income derived from debt income payments of the tokenized Participation Rights is considered capital income according to § 27 para (1) in conjunction with § 27 para (2) No. 1 lit (c) Austrian Income Tax Act. Due to the lack of securitization and the fact that the tokenized Participation Rights in question are not based on a banking transaction, the current income from the transfer of capital is not subject to final taxation at source pursuant to § 27 para (2) No. 1 lit (c) of the Austrian Income Tax Act. Therefore, the progressive income tax rate pursuant to § 33 para (1) of the Austrian Income Tax Act, which provides for a tax rate of up to 55%, shall apply.

Alienation of the tokenized Participation Rights

Income derived from alienation of the tokenized Participation Rights is considered capital income according to § 27 para (1) in conjunction with § 27 para (3) Austrian Income Tax Act. Due to the lack of securitization and the fact that the tokenized Participation Rights in question are not based on a banking transaction, the current income from the transfer of capital is not subject to final taxation at source pursuant to § 27 para (2) No. 1 lit (c) of the Austrian Income Tax Act. Therefore, the progressive income tax rate pursuant to § 33 para (1) of the Austrian Income Tax Act, which provides for a tax rate of up to 55%, shall apply.

The change of the investor's tax residence from Austria to another tax jurisdiction or the transfer of the tokenized Participation Rights to a non-resident without consideration or any other circumstances which lead to the fact that Austria is losing its taxation right with respect to the tokenized Participation Rights are in general deemed as a disposal of the tokenized Participation Rights and cause a taxable event in Austria according to § 27 para (6) No. 1 lit (b) 2 Austrian Income Tax Act, with the exception of a transfer within EU member states ("*Nichtfestsetzungskonzept*"; § 27 para (6) No. 1 lit (a)).

4.15.1.4 Individuals resident in Austria and participations rights are held as business assets

For Austrian residents who are subject to unlimited tax liability (§ 1 para (1) Austrian Income Tax Act in conjunction with § 1 para (2) and § 26 para (1) or § 26 para (2) Federal Fiscal Code) the following applies: Subject to the Austrian Income Tax Act is the income (§ 2 para (2) in conjunction with § 2 para (3) Austrian Income Tax Act) within one respective calendar year (§ 2 para (1) Austrian Income Tax Act). In this case § 2 para (3) No. 3 in conjunction with § 23 Austrian Income Tax Act applies for participations held as business assets.

Revenue distribution payments from tokenized Participation Rights

Debt income payments from tokenized Participation Rights held by individuals as business assets have for the most parts the same fiscal implications as privately held tokenized Participation Rights. However, there are key differences: Participations held as business assets are not considered capital income according to § 2 para (3) No. 5 in conjunction with § 27 Austrian Income Tax Act but are subsumed under income category § 2 para (3) No. 3 Austrian Income Tax Act. For the debt income payments, also the progressive tax rate pursuant to § 33 para (1) of the Austrian Income Tax Act, which provides for a tax rate of up to 55%, shall apply.

Alienation of the tokenized Participation Rights

Income derived from alienation of the tokenized Participation Rights held by individuals as business follows the fiscal implications for privately held tokenized Participation Rights for the most part. However, there are key differences: Participations held as business assets are not considered capital income according to § 2 para (3) No. 5 in conjunction with § 27 Austrian Income Tax Act but are subsumed under income category § 2 para (3) No. 3 Austrian Income Tax Act. The progressive tax rate pursuant to § 33 para (1) of the Austrian Income Tax Act, which provides for a tax rate of up to 55%, shall apply.

In case of the alienation of the tokenized Participation Right by the Tokenholder the difference between the historical acquisition cost and the proceeds of the alienation of the token sale will be base of taxable income for the aforementioned applicable tax rate according to § 27a para (3) No. 2 lit (a) Austrian Income Tax Act. If the Tokenholder holds the tokenized Participation Rights as business assets, other acquisition-related costs can be included in the determination of the tax base.

The change of the investor's tax residence from Austria to another tax jurisdiction or the transfer of the tokenized Participation Rights to a non-resident without consideration or any other circumstances which lead to the fact that Austria is losing its taxation right with respect to the tokenized Participation Rights are in general deemed as a disposal of the tokenized Participation Rights and cause a taxable event in Austria according to § 27 para (6) No. 1 lit (b), with the exception of a transfer within EU member states ("*Nichtfestsetzungskonzept*"; § 27 para (6) No. 1 lit (a)).

4.15.1.5 Individuals not resident in Austria and tokenized Participation Rights are held as private assets

Individuals subject to § 1 para (1) Austrian Income Tax Act, who are not resident in Austria according to § 1 para (2) Austrian Income Tax Act in conjunction with § 26 Federal Fiscal Code are subject to limited tax liability in Austria. They are only liable with their income derived in Austria. § 1 para (3) Austrian Income Tax Act restricts their liability to the income defined in § 98 Austrian Income Tax Act.

Debt income payments from tokenized Participation Rights

Since the requirements for the deduction of capital gains tax within the meaning of § 93 para (1) in conjunction with § 93 para (2) of the Austrian Income Tax Act are not deemed to be met, income from tokenized Participation Rights similar to bonds is generally not subject to Austrian taxation at the level of the Tokenholders of tokenized Participation Rights who are resident outside Austria for tax purposes.

Alienation of the tokenized Participation Rights

The investment income received within the meaning of § 27a para (3) No. 1 Austrian Income Tax Act or, in the case of the sale of the CAM Tokens, the accrued interest also sold within the meaning of § 27 para (6) No. 5 Austrian Income Tax Act shall be recognized as income. The income from tokenized Participation Rights similar to bonds is generally not subject to Austrian taxation at the level of the Tokenholders of tokenized Participation Rights who are resident outside Austria for tax purposes.

Individuals not resident in Austria and tokenized Participation Rights are held as business assets

The principles of subsuming assets subject to § 27 Austrian Income Tax Act under income category § 2 para (3) No. 3 instead of § 2 para (3) No. 5 Austrian Income Tax Act are not applicable to foreign individuals, because income derived from capital is assessed independently from the business. In this case, provided there is no permanent establishment of the foreign individuals' business in Austria, the aforementioned approaches for individuals not resident in Austria holding the participation right privately apply.

4.15.1.6 Corporations resident in Austria

Corporations with seat or place of effective management in Austria are subject to unlimited tax liability according to § 1 para (1) in conjunction with § 1 para (2) No. 1 Austrian Corporate Income Tax Act in conjunction with § 27 para (1) or para (2) Federal Fiscal Act.

Debt income payments from tokenized Participation Rights

Debt income payments from tokenized Participation Rights are generally subject to corporate income tax according to § 7 Austrian Corporate Income Tax Act. Corporate income tax shall be based on the income received by the person subject to unlimited tax liability within the calendar year. Income is the total amount of income with reference to the provisions applicable in the Austrian Income Tax Act, according to § 7 para (2) of the Austrian Corporate Income Tax Act.

In principle, income of corporations resident in Austria under private law is subject to the corporate income tax rate of 25% pursuant to § 22 para (1) Austrian Corporate Income Tax Act.

Alienation of the tokenized Participation Rights

Income from the alienation of tokenized Participation Rights is subject to corporate income tax according to § 7 para (2) Austrian Corporate Income Tax Act. Corporate income tax is levied at a rate of 25 % according to § 22 para (1) Austrian Corporate Income Tax Act. Since all income in the case of legal entities under private law is to be attributed to income from commercial operations, loss compensation is not possible per se. The profit is determined on a uniform basis.

However, according to § 8 para (4) No. 2 lit (a) of the Austrian Corporate Income Tax Act, losses may only be offset up to 75% of the total amount of income. To the extent that the losses cannot be deducted in the current year, they must be deducted in the following years in compliance with this limit.

4.15.1.7 Corporations not resident in Austria

Corporations with seat or place of effective management not in Austria are subject to limited tax liability according to § 1 para (3) No. 1 lit (a) in conjunction with § 21 para (1) Austrian Corporate Income Tax Act in conjunction with § 27 para (1) or § 27 para (2) Federal Fiscal Code.

Debt income payments from tokenized Participation Rights

Income from debt income payments of tokenized Participation Rights triggers corporate income tax according to § 21 para (1) Austrian Corporate Income Tax Act in conjunction with § 98 No. 5 lit (a) in conjunction with § 27 para (2) No. 1 lit (c) Austrian Income Tax Act.

Since the requirements for the deduction of capital gains tax within the meaning of § 93 para (1) in conjunction with § 93 para (2) of the Austrian Income Tax Act are not deemed to be met, income from tokenized Participation Rights similar to bonds is generally not subject to Austrian taxation at the level of the Tokenholders of tokenized Participation Rights who are resident outside Austria for tax purposes.

Alienation of the tokenized Participation Rights

Since the requirements for the deduction of capital gains tax within the meaning of § 93 para (1) in conjunction with § 93 para (2) of the Austrian Income Tax Act are not deemed to be met, income from tokenized Participation Rights similar to bonds is generally not subject to Austrian taxation at the level of the Tokenholders of tokenized Participation Rights who are resident outside Austria for tax purposes.

4.15.1.8 Private Foundations resident in Austria

Foundations with seat and place of effective management in Austria are subject to unlimited tax liability in Austria according to § 1 para (1) in conjunction with § 1 para (2) No. 3 Austrian Corporate Income Tax Act in conjunction with § 27 para (1) or § 27 para (2) Federal Fiscal Code. However, there is a special tax regime for Private foundations established under Austrian law according to § 13 para (1) No. 1 lit (a) in conjunction with § 13 para (3) Austrian Corporate Income Tax Act.

Debt income payments from tokenized Participation Rights

In case of private foundations which do not serve the promotion of charitable, benevolent or ecclesiastical purposes in accordance with § 34 to § 47 Federal Fiscal Code, income from debt income payments triggers corporate income tax according to § 13 para (3) No. 1 lit (a).

The prerequisite for the application of the special tax rate is, in principle, the underlying banking transaction. Neither the distributions from the CAM Tokens nor the sale of the CAM Tokens are based on a banking transaction within the meaning of § 27a para 2 No. 1 Austrian Income Tax Act. Therefore, the income from the CAM Tokens is in principle not subject to the special tax rate for the Tokenholder of the revenue participation rights within the meaning of § 27a para (1) Income Tax Act. The income is subject to corporate income tax within the meaning of § 22 para (1) Austrian Corporate Income Tax Act.

Alienation of the tokenized Participation Rights

In case of private foundations which do not serve the promotion of charitable, benevolent or ecclesiastical purposes in accordance with § 34 to § 47 Federal Fiscal Code, income from alienation of tokenized Participation Rights triggers corporate income tax according to § 13 para (3) No. 1 lit (b). Corporate income tax is levied at a rate of 25 % according to § 22 para (1) Austrian Corporate Income Tax Act.

Private foundations may have income from different types of income. Both horizontal and vertical loss compensation are possible in principle.

4.15.1.9 Private Foundations not resident in Austria

Foundations with their seat and place of effective management not in Austria are subject to limited tax liability in Austria according to § 1 para (3) No. 1 lit (b) in conjunction with § 21 para (1) No. 1 Austrian Corporate Income Tax Act in conjunction with § 98 para (1) No. 5 in conjunction with § 27 Austrian Income Tax Act.

Debt income payments from tokenized Participation Rights

If the special tax rate pursuant to § 27a para (1) of the Austrian Income Tax Act is applicable, the income from tokenized Participation Rights similar to bonds at the level of private foundations as holders of tokenized Participation Rights is allocated to income pursuant to § 13 para (1) No. 1 lit (a) in conjunction with § 13 para (3) No. 1 lit (a) and lit (b) Austrian Corporation Tax Act in conjunction with § 27 para (2) and § 27 para (3) of the Austrian Income Tax Act, and is not to be taken into account either in income or in earnings, but is to be subject to interim taxation. Otherwise, these are income from capital assets subject to corporate income tax pursuant to § 13 para (3) No. 1 Austrian Corporation Tax Act in conjunction with § 27a para (2) No. 2 of the Austrian Income Tax Act.

Income from debt income payments of tokenized Participation Rights triggers corporate income tax according to § 21 para (1) Austrian Corporate Income Tax Act in conjunction with § 98 No. 5 lit (a) in conjunction with § 27 para (2) No. 1 lit (c) Austrian Income Tax Act.

Alienation of the tokenized Participation Rights

Private foundations not resident in Austria are subject to limited tax liability in Austria and thus, no income from capital assets is subject to limited tax liability within the meaning of § 1 para (3) in conjunction with § 21 para (1) Corporate Income Tax Act in conjunction with § 98 para (1) No. 5 lit (e) Income Tax Act.

4.15.1.10 Investment Funds

Investment funds are transparent under Austrian tax law. Income of a transparent fund is not taxed at the level of the fund, but at the level of the investor. Thus, the taxation of the income of the investment is dependent on how this income is taxable at the level of the investors.

4.15.2 France

4.15.2.1 Applicable tax regime to "legal entity" subscribers who are tax resident in France

The accounting rules applicable to companies holding tokens are specified by regulation n° 2018-07 of December 10, 2018 amending Autorité des Normes Comptables regulation (ANC) n° 2014-03 of June 5, 2014 relating to the modified general chart of accounts. In practice, in the absence of any specific treatment provided

by tax law, the treatment for tax purposes in terms of income tax follows the accounting treatment. Following Article 38, 1 of the French General Tax Code, the taxable profit is determined as net profit, based on the overall results of transactions of any kind of business carried out by companies, including disposals of any elements of the asset, either ongoing or at the end. Subject to the applicable contractual provisions, the distribution received by such a subscriber, under the tokenized participation right, is to be included in his income statement, which is taxed at the corporate tax rate in France.

Subject to the applicable contractual provisions, any capital gain derived from the sale of participation rights will be included in its income statement, which is also taxed at the corporate tax rate in France. The subscriber's attention is specially drawn to any element concerning his or her particular situation. If the person is in doubt about his or her tax situation, her or she should contact a professional tax advisor.

4.15.2.2 Applicable tax regime to "individual" subscribers who are tax resident in France

(a) Income received from the distribution of the "tokenized" participation right

In the absence of any specific regulation regarding the tax treatment, the common law tax and social regime specific to French resident individuals depends on the individual situation and is subject to the applicable contractual provisions.

(b) Capital gain on the sale of equity interests

Disposal of digital assets on an occasional basis

Article 41 of Law No. 2018-1317 of December 28, 2018 on finance for 2019 specifies the tax regime for gains made on an occasional basis, from January 1, 2019, for individuals in case of the sale of digital assets or related rights, codified in Article 150 VH bis of the Code Général des Impôts ("**CGI**").

The provisions of this regime are applicable provided that the qualification of the income in the present case is similar to the qualification of the instruments under French law (i.e. this regime concerns the tokens mentioned in article L552-2 of the Monetary Code and financial, excluding those meeting the characteristics of the financial instruments mentioned in article L211-1 of the Code Monétaire et Financier ("**CMF**") and cash certificates mentioned in article L223-1 of the CMF).

From a tax point of view, under reserve to applicable contractual provisions, French law provides that:

1. Gains from the sale of crypto-assets made on an occasional basis by individuals are taxed at an overall rate of 30% (12.8% for income tax and 17.2% for social contributions).
2. In the event of gains, the total capital gains are reduced by an abatement of EUR 305.
3. Transactions between crypto-assets are not taxable.

Types of transactions qualifying as "gains from the sale of crypto-asset"

- Exchange for legal currency (e.g., euros);
- The exchange of a good other than a digital asset;
- The exchange with balance of a digital asset;
- The reward for a service.

Methods of calculating the overall capital gain

The overall capital gain is determined by adding the capital gains and losses recorded on all sales of digital assets made during the year of assessment.

These capital gains or losses are equal to the difference between, on the one hand, the sale price and, on the other hand, the product of the total acquisition price of the entire portfolio of digital assets by the quotient of the sale price on the overall value of this portfolio.

Declaration modalities

Taxpayers enter the total amount of the capital gain or loss realized in respect of the taxable disposals of the year in the annual declaration provided for in article 170 of the CGI. They attach to this declaration an appendix

in which they mention and assess all capital gains or losses realized in the occasion of each taxable sale made during the year or the prices of each of the exempted transfers in application of the B of II of article 150 VH bis of the CGI.

Usual disposal of digital assets: BIC regime

Subject to the application of the applicable contractual provisions, subscribers who are individuals carrying out usual transactions in cryptocurrencies are liable to income tax in the category of commercial profits (BIC).

Taxable income will be determined by adding together all income and expenses for the year and will be subject to progressive income tax, with a marginal rate of 45%. This income will also be subject to social security contributions at the rate of 17.2%. It should be noted that in the event of a turnover of less than EUR 70,000, the so-called "micro-BIC" regime could apply, allowing a reduction of 50% to be charged on this deemed turnover and allowing to take into account all expenses incurred for the exercise of the activity.

Mandatory declaration

The law specifies that "Individuals, associations, companies not having a commercial form, domiciled or established in France, are required to declare, at the same time as their income or income statement, the references of crypto-asset accounts opened, held, used or closed with companies, legal entities, institutions or organizations established abroad. "

This declaration is made using the following form: CERFA 3916 - Declaration by a resident of an account opened outside France.

The subscriber's attention is specially drawn to any element concerning his or her particular situation. If in doubt about his or her tax situation, he or she should contact a professional tax advisor.

4.15.3 Germany

From a German income tax perspective, the token should qualify as a specific participation right in the form of a debt instrument since certain mandatory prerequisites of an equity participation right should not be met.

In case the potential investor is an individual holding the tokens in its private assets the gross payments due to token regulations should be taxed at 25% flat tax rate plus solidary surcharge of 5.5% thereon and church tax (if applicable). The same applies for capital gains upon disposition of the tokens.

In case the investor is an individual holding the tokens as business assets the gross payments due to token regulations should be taxed at the individual tax rate of up to 45% plus solidary surcharge of 5.5% thereon and church tax (if applicable) and trade tax at the applicable rate (which is creditable to personal income tax to a certain extent). The same applies for capital gains upon disposition of the tokens. Related business expenses are deductible in accordance with general German income tax regulations.

In case the investor is subject to the German corporate income tax and German trade tax the gross payments due to token regulations and gains upon disposition of the token should be taxed with German corporate income tax at 15% plus solidary surcharge (5.5% of the corporate income tax) and German trade tax which is calculated and levied by the respective German municipality. Related business expenses are deductible in accordance with general German income tax regulations.

4.15.4 Italy

4.15.4.1 Italian tax qualification of financial instruments as "equity" or "debt"

For Italian tax purposes (pursuant to art. 44 par. 2 letter A of the presidential decree no. 917/1986 "ITC"), a financial instrument is qualified as "equity" in case its remuneration is totally linked to the issuer's profits or to the profits of an entity which is part of the same group of the issuer or related to a specific business of the issuer.

Conversely, a financial instrument is qualified as "debt" for Italian tax purposes (according to Article 44 para 2 lit C number 2 of the ITC), in case the refund of the principal is guaranteed, regardless of whether it entitles to the right of periodic payments or otherwise, and in case no management rights or right of control on the management activity is, directly or indirectly, recognized with reference to the issuer's activity.

4.15.4.2 Qualification of the tokenized Participation Rights

In light of this preliminary analysis, the tokenized Participation Rights can neither be classified as "equity" or "debt" from an Italian tax perspective as:

1. The tokenized Participation Rights cannot be qualified as "equity", considering that the remuneration is actually not linked to the Issuers profit but to the Issuers revenues.
2. The tokenized Participation Rights cannot be qualified as "debt", as the refund of the principal is not guaranteed.
3. The tokenized Participation Rights are therefore qualified as an "atypical instrument" (*titoli atipici*; neither "equity" nor "debt") from an Italian tax perspective.

4.15.5 Spain

In relation with the Spanish investors, the below summary of the main tax consequences derived from the acquisition and possession of the tokenized Participation Rights is included. As per the above, this discussion does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase the tokenized Participation Rights. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular investor. This summary is based on the laws currently in force and as applied on the date of this Prospectus in Spain, which are subject to change, possibly with retroactive or retrospective effect.

In general terms, income obtained by token-holders resident in Spain will be taxable and subject to the Spanish Personal Income Tax ("PIT").

In accordance with Article 66 of the Spanish Personal Income Tax Law 35/2006, dated 28 November, ("PIT Act"), earnings arising from the ownership of CAM Tokens will be taxable within the Spanish investor's PIT savings taxable base, at the following increasing rate scale, in the terms provided in Article 66 of the PIT Act:

- Up to EUR 6,000 – 19% rate
- Between EUR 6,000 Euros and EUR 50,000 – 21% rate
- Between EUR 50,000 and EUR 200,000 – 23% rate
- More than EUR 200,000 – 26% rate

Attention should be given to any potential withholding tax has been applied at source.

In case the token-holder resident in Spain is subject to the Spanish Corporate Income Tax (hereinafter, "CIT"), the income generated by the taxable subject would be integrated within its tax base at the general 25% rate, unless a special increased rate applies, in accordance with Articles 10.1 and 29.1 of the Corporate Income Tax Law 27/2014, dated 27 November ("CIT Law").

Finally, in accordance with Article 42 ter.1) ii of the Spanish Royal Decree 1065/2007, dated 27 July, the Spanish individuals may be subject to the filing of the information form 720 – Information return on assets and rights held abroad – and, eventually, to the Spanish wealth tax. For this purpose, generally the nominal value of the tokenized Participation Rights would be considered, according to Article 14 of the Spanish wealth tax law 19/1991, dated 6 June.

4.16 Identity and contact details of the offeror, if different from the Issuer

Not applicable. The Issuer and the offeror are the same person.

5. Terms and Conditions of the Offer of Securities to the Public

5.1 Conditions, offer statistics, expected timetable and action required to apply for the offer

5.1.1 Conditions to which the offer is subject

The tokenized Participation Rights can be subscribed by interested investors (the "Subscribers")—after having undergone the Subscription Whitelisting as described in chapter D. subsection 5.1.2 below—in the period from 2 June 2021 to 31 December 2021. The tokenized Participation Rights are denominated in EUR

and are divided into up to 35,000,000 single pieces with a nominal value of EUR 1.25 each (the "**Nominal Value**").

The tokenized Participation Rights are subscribed—after Subscribers have undergone the Subscription Whitelisting as described in chapter D. subsection 5.1.2 below—by paying the Subscription Price in Euro to the Issuer's bank account (IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW; the "**Subscription Bank Account**"), or in Bitcoin or Ether as determined in accordance with the Reference Rate to the following addresses on the respective Blockchains (each, a "**Subscription Address**"):

Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejj2aq0w0fxsrgv

Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303

"**Reference Rate**" means the respective exchange rate as published at www.coinmarketcap.com at the time the transaction request was placed on the respective Blockchain.

After the Subscription Price has been received by the Issuer on the Subscription Bank Account and all bank transfer costs, if any, have been borne by the subscriber, the Issuer transfers the Tokens to the Ethereum address that was provided by the Subscriber (the "**Delivery Address**"). The Issuer will deliver the CAM Tokens on the last day of the calendar month the tokenized Participation Rights were subscribed. To receive and manage the CAM Tokens, Tokenholders shall use a Wallet Software that supports ERC20 tokens.

Besides this, the offer of the tokenized Participation Rights is not subject to any conditions.

5.1.2 The time period, including any possible amendments, during which the offer will be open. A description of the application process

The Offer Period is from 19 March 2021 to 31 December 2021. The tokenized Participation Rights can be subscribed in the period from 2 June 2021 to 31 December 2021. The Issuer does not plan any amendments to the Offer Period.

A subscription is permitted only after (i) the Subscriber has provided the Issuer with a duly completed subscription form, identification of the Subscriber, evidence of a current residential address, payment details to receive payments from the Issuer and (ii) the Issuer confirmed to the Subscriber that payment of the Subscription Price may be made (the "**Subscription Whitelisting**").

The Subscription Whitelisting is carried out by filling in the online subscription form prepared by the Issuer which is available on the Issuer's website or by using the paper subscription form as attached to this Prospectus as Schedule 2 (each of these options a "**Subscription Form**"). Furthermore, the Subscriber must provide identification of the Subscriber, give evidence of a current residential address, and give payment details to receive payments from the Issuer. At best, the Issuer confirms to the Subscriber that payment of the Subscription Price may be made.

Subject to the Subscription Whitelisting, the tokenized Participation Rights are subscribed by paying the Subscription Price in Euro to the Subscription Bank Account or in Bitcoin or Ether to the respective Subscription Address.

After the Subscription Price has been received by the Issuer on the Subscription Bank Account or on a Subscription Address, the Issuer transfers the CAM Tokens to the Delivery Address. The Issuer shall deliver the CAM Tokens on the last day of the calendar month the tokenized Participation Rights were subscribed.

To receive and manage the CAM Tokens, the Subscriber shall use a Wallet Software that supports ERC20 tokens. If the Subscriber uses a Wallet Software that does not support ERC20 tokens then he or she will not be able to manage the CAM Tokens and transfer them to third parties.

If a Tokenholder loses the Private Key to the Address on the Ethereum Blockchain where the CAM Tokens have been delivered to, then this Tokenholder cannot access the CAM Tokens.

5.1.3 A description of the possibility to reduce subscriptions and the manner for refunding amounts paid in excess by applicants

The tokenized Participation Rights are issued on a first-come basis. After the total nominal amount of tokenized Participation Rights has been issued, the Issuer will close the offer. There is no need to reduce

subscriptions. When a subscription is requested the Issuer reserves the respective amount of Participation Rights and carries out the Subscription Whitelisting process. Only when the Issuer has confirmed to the Subscriber that payment of the Subscription Price may be made and the Subscription Price has been received by the Issuer on the Subscription Bank Account or on the respective Subscription Address, the Issuer transfers the CAM Tokens to the Delivery Address.

5.1.4 Details of the minimum and/or maximum amount of the application, (whether in number of securities or aggregate amount to invest)

The minimum subscription amount is 800 pieces of tokenized Participation Rights. There is no maximum subscription amount. In total, up to 35,000,000 pieces of tokenized Participation Rights are issued.

5.1.5 Method and time limits for paying up the securities and for delivery of the securities

Subject to the Subscription Whitelisting according to chapter D. subsection 5.1.2 the tokenized Participation Rights are subscribed by paying the Subscription Price in Euro to the Subscription Bank Account or in Bitcoin or Ether to the respective Subscription Address. After the Subscription Price has been received by the Issuer on the Subscription Bank Account or the respective Subscription Address, the Issuer transfers the Tokens to the Delivery Address. The Issuer shall deliver the CAM Tokens on the last day of the calendar month the tokenized Participation Rights were subscribed. To receive and manage the CAM Tokens, Tokenholders shall use a Wallet Software that supports ERC20 tokens.

There is no withdrawal period, Subscribers are not allowed to withdraw their subscription.

5.1.6 A full description of the manner and date in which results of the offer are to be made public

The Issuer will announce to the public the current amounts issued either in the form of the number of tokenized Participation Rights or in the form of the aggregated amount to be invested, on its website by the end of the offer period on 31 December 2021. Additionally, since the Ethereum Blockchain can be viewed by all Subscribers and Tokenholders at all times, the current status of delivery of the CAM Tokens will be available at all times.

5.1.7 The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.

There are no rights of pre-emption and subscriptions are non-negotiable. If any excess Subscription Amount is paid to the Issuer, these amounts will be transferred back as described in chapter D. subsection 5.1.3.

5.2 Plan of distribution and allotment

5.2.1 The various categories of potential investors to which the securities are offered

Categories of Investors

The offer is made to all interested investors (retail and institutional) in Austria, France, Germany, Italy and Spain. There is no employee-plan in place regarding the tokenized Participation Rights.

Major Shareholders

The Shareholders, who also qualify as Founders, intend to receive tokenized Participation Rights in the following amounts:

Shareholder	Allocation as Founder	Bonus
Gabriele Visintini	188,444	500,000
Marco Minin	56,000	500,000
Ivan Prez	51,641	500,000

The Issuer is unaware of any particular person intending to subscribe for more than five per cent of the offer.

Pre-Allotment Disclosure

The Issuer has allotted up to 18 million tokenized Participation Rights (representing a total Nominal Value of EUR 22.5 million) as a "free" allocation to Founders pursuant to the Royalty Voucher Agreement

described in chapter C. subsection 13. Founders can claim their CAM Tokens on a Founder-dedicated section on the Cam.TV Platform.

The Issuer has also allotted up to 1,650,000 tokenized Participation Rights to be granted as bonuses to Shareholders and certain employees of the Issuer upon the approval of this Prospectus.

Notification of Amount Allotted

The Subscriber is being notified about the amount allotted on the last day of the calendar month the tokenized Participation Rights were subscribed.

Over-Allotment and 'Green Shoe'

There are no over-allotments or green shoe agreements.

5.2.2 Process for notifying applicants of the amount allotted and an indication whether dealing may begin before notification is made

The Subscriber will be notified about the amount allotted on the last day of the calendar month the tokenized Participation Rights were subscribed.

The tokenized Participation Rights may be assigned freely starting on 1 January 2023 by transferring the CAM Tokens. During the Lock-Up Period (until 31 December 2022), no assignment of tokenized Participation Rights and no transfer of CAM Tokens may occur. After the expiration of the Lock-up Period, and subject to the Assignment Whitelisting as described under chapter D. subsection 4.14, the tokenized Participation Rights may be assigned to a third party at any time and without additional consent of the Issuer by transferring the CAM Tokens on the Ethereum Blockchain to the whitelisted third party.

5.3 Pricing

5.3.1 Expected price

The minimum subscription amount is 800 pieces. The amount of tokenized Participation Rights subscribed multiplied by the applicable Issue Price is referred to as the "**Subscription Price**". The Issue Price of the tokenized Participation Rights changes over time based on the following schedule:

Period	Discount (% of Nominal Value)	Issue Price	Minimum Subscription Price
02.06.2021 – 30.06.2021	90.0	EUR 1.12500	EUR 900
01.07.2021 – 31.07.2021	95.0	EUR 1.18750	EUR 950
01.08.2021 – 31.08.2021	97.0	EUR 1.21250	EUR 970
01.09.2021 – 30.09.2021	98.5	EUR 1.23125	EUR 985
01.10.2021 – 31.10.2021	99.0	EUR 1.23750	EUR 990
01.11.2021 – 30.11.2021	99.5	EUR 1.24375	EUR 995
01.12.2021 – 31.12.2021	100.0	EUR 1.25000	EUR 1,000

The Subscription Price can be paid in Euro to the Issuer's bank account (IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW), or in Bitcoin or Ether using the Reference Rate to the following Subscription Addresses:

Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejg2aq0w0fxsrgv

Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303

"Reference Rate" means the respective exchange rate as published at www.coinmarketcap.com at the time the transaction request was placed on the respective Blockchain.

5.4 Placing and underwriting

5.4.1 Coordinator(s) of the offer

There are no coordinators involved in this Public Offering. The Issuer will place the tokenized Participation Rights in the market itself via a dedicated webpage at <https://www.cam.tv/cam-token>. The Issuer will commission third-party tipsters (*Tippgeber*) to record and forward the general contact data of potential investors to the Issuer. In any case, the Issuer will contact the person referred by the tipster directly.

Tipsters are not allowed to provide information about the Public Offering to contacts and are not involved in the subscription process of the tokenized Participation Rights. Therefore, tipsters are not qualified as brokers or intermediaries.

5.4.2 Name and address of any paying agents and depository agents in each country

Not applicable; there are no paying agents or depository agents involved in this Public Offering.

5.4.3 Underwriters

Not applicable; there are no underwriters in this Public Offering.

5.4.4 When the underwriting agreement has been or will be reached

Not applicable.

6. Admission to Trading and Dealing Arrangements

6.1 Admission to trading

The Issuer currently does not intend to apply for admission to trading of the tokenized Participation Rights. The Issuer also does not intend to apply for admission to trading of the CAM Tokens on any crypto currency exchange so long as there is no such exchange with the appropriate licenses. Once there are any such exchanges that fulfil the legal requirements, the Issuer might consider listing the CAM Tokens on such an exchange.

6.2 Markets on which securities of the same class are already admitted to trading

The Issuer is not aware of any regulated markets or equivalent markets on which securities of the same class of securities are offered or admitted to trading.

6.3 Intermediaries in secondary trading

There are no entities that have a firm commitment to act as intermediaries in secondary trading.

6.4 The issue price of the securities

The Issue Price per tokenized Participation Right changes over time based on the schedule in chapter D. subsection 5.3.1.

7. Additional Information

7.1 Advisors

Not applicable; there are no advisors connected with an issue referred to in this chapter D.

7.2 Other information in the securities note which has been audited

Not applicable; no other information in the securities note has been audited or reviewed by statutory auditors.

7.3 Credit ratings assigned to the securities

Not applicable; no credit ratings have been assigned to the tokenized Participation Rights at the request or with the cooperation of the Issuer.

7.4 Other disclosures

Not applicable; to the best knowledge of the Issuer no information is disclosed elsewhere than in this Prospectus.

E. AGREEMENT TO THE USE OF THE PROSPECTUS

The Issuer does not consent to the use of this Prospectus by any financial intermediary.

The Issuer does not accept responsibility with respect to any subsequent resale or final placement.

F. SCHEDULES

The following Schedules are attached to this Prospectus:

Schedule 1 – Terms & Conditions of the Tokenized Participation Rights

Schedule 2 – Subscription Form

Schedule 3 – Audited Annual Financial Statements as of 31 December 2020

Schedule 4 – Articles of Association of the Issuer

Schedule 5 – Business Plan of the Issuer

Schedule 6 – Names and Addresses



Digital Fastlane DF GmbH

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

**Up to EUR 43.75 Million Tokenized 'CAM' Bearer Revenue Participation Rights
(ISIN: AT0000A2KQT1)**

§ 1. General

- (1) *Issuer, Issuing.* Digital Fastlane DF GmbH, FN 444924 a, Lakeside B10, 9020 Klagenfurt, Austria (the "**Issuer**"), pursuant to resolution of the Issuer's shareholders (the "**Shareholders**") dated 9 February 2021, issues tokenized bearer revenue participation rights according to these terms and conditions (the "**Participation Right(s)**") in a total nominal amount of up to EUR 43,750,000.
- (2) *Denomination.* The Participation Rights are denominated in EUR and are divided into 35,000,000 single pieces with a nominal value of EUR 1.25 each (the "**Nominal Value**").
- (3) *Offer & Issue Price.* A public offering is made in Austria, France, Germany, Italy and Spain. The issue price of the Participation Rights changes over time based on the following schedule (the "**Issue Price**"):
 - from 2 June 2021 to 30 June 2021 the Issue Price is 90.0 % of the Nominal Value;
 - from 1 July 2021 to 31 July 2021 the Issue Price is 95.0 % of the Nominal Value;
 - from 1 August 2021 to 31 August 2021 the Issue Price is 97.0 % of the Nominal Value;
 - from 1 September 2021 to 30 September 2021 the Issue Price is 98.5 % of the Nominal Value;
 - from 1 October 2021 to 31 October 2021 the Issue Price is 99.0 % of the Nominal Value;
 - from 1 November 2021 to 30 November 2021 the Issue Price is 99.5 % of the Nominal Value;
 - from 1 December 2021 to 31 December 2021 the Issue Price is 100 % of the Nominal Value.
- (4) *Subscription.* The Participation Rights can be subscribed by interested investors (the "**Subscriber(s)**") in the period from 2 June 2021 to 31 December 2021. The minimum subscription amount is 800 pieces. The amount of Participation Rights subscribed multiplied by the applicable Issue Price is referred to as the "**Subscription Price**".
- (5) *Token, Tokenization.* For each Participation Right subscribed, the Subscriber is entitled to one 'CAM' ERC20 token on the Ethereum blockchain (the "**Token**"). The Participation Rights are tokenized, therefore all rights in connection with the Participation Rights are linked to the possession of the Token. Any person holding Participation Rights is therefore referred to as a "**Tokenholder**".
- (6) *Transferability.* The Participation Rights may be assigned freely starting on 1 January 2023 by transferring the Tokens. The period until 31 December 2022 is referred to as the "**Lock-Up Period**". During the Lock-Up Period, no assignment of Participation Rights and no transfer of Tokens may occur. After the expiration of the Lock-up Period, and subject to the Mandatory Assignment Whitelisting pursuant to § 2 para (2), the Participation Rights may be assigned to a third party at any time and without additional consent of the Issuer by transferring the Token on the Ethereum

blockchain to the whitelisted third party. If a transfer to a non-whitelisted third party is attempted, the Token is returned immediately. The Issuer considers an assignment as effective after the transfer of the associated Token on the Ethereum blockchain has been confirmed by at least 120 blocks after the block that records the transfer.

- (7) *Qualified Subordination.* The Participation Rights constitute qualified subordinated obligations of the Issuer ranking subordinated to all other existing and future unsubordinated obligations, except as otherwise provided by mandatory provisions of law. Tokenholders are not entitled to any payment if such payment would result in the insolvency of the Issuer. In the event of insolvency proceedings on the assets of the Issuer, the claims arising pursuant to the Participation Rights will only be taken into account after all non-subordinated creditors have been fully satisfied. Pursuant to § 67 para (3) of the Austrian Insolvency Act, the claims of Tokenholders are only satisfied after the elimination of a negative equity (§ 225 para (1) of the Austrian Corporate Code; *Unternehmensgesetzbuch*) or in the case of liquidation after satisfaction of all creditors. The Tokenholder declares that because of the claims under these Participation Rights, no insolvency proceedings need be opened.
- (8) *Duration.* The Participation Rights do not have a maturity date.
- (9) *Limitation.* All claims pursuant to the Participation Rights expire after thirty years from the respective due date.

§ 2. Mandatory Whitelisting

- (1) *Subscription Whitelisting.* A subscription is permitted only after
 - (a) the Subscriber has provided the Issuer with
 - (i) a duly completed subscription form;
 - (ii) identification of the Subscriber, evidence of a current residential address, and payment details to receive distributions from the Issuer; and
 - (b) the Issuer confirmed to the Subscriber that payment of the Subscription Price may be made (the "**Subscription Whitelisting**").
- (2) *Assignment Whitelisting.* An assignment of Participation Rights as well as a corresponding transfer of Tokens is permissible only after the assignee has provided the Issuer on www.cam.tv/cam-token/assign the same documents and information as stated in this § 2 para (1) lit (a) sub (ii) and the Issuer has confirmed to the assignor that an assignment may be made (the "**Assignment Whitelisting**").

§ 3. Subscription, Issuing and Returning of Tokens

- (1) *Subscription.* Subject to § 2 para (1), the Participation Rights are subscribed by paying the Subscription Price in Euro to the Issuer's bank account (IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW; the "**Subscription Bank Account**"), or in Bitcoin or Ether as determined in accordance with § 11 to the following addresses on the respective blockchains (each, a "**Subscription Address**"):
Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejg2aq0w0fxsrgv
Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303
- (2) *Issuing of Tokens.* After the Subscription Price has been received by the Issuer on the Subscription Bank Account or the Subscription Address, the Issuer transfers the Tokens to the Ethereum address that was provided by the Subscriber (the "**Delivery Address**"). The Issuer shall deliver the Tokens on the last day of the calendar month the Tokens were subscribed. To receive and manage the Tokens, Tokenholders shall use a wallet software that supports ERC20 tokens.

- (3) *Returning of Tokens*. In the event of a termination of the Participation Rights by a Tokenholder pursuant to § 8, the Tokenholder shall transfer the associated Tokens to the following Ethereum address (the "**Return Address**"): 0xd4C96A1e281b5dbc6e9c3b0531F526Be723aB4Cb.

§ 4. Revenue Participation

- (1) *Scope*. Beginning on 1 January 2022, Tokenholders participate by means of the law of obligations in the Revenue of the Issuer (the "**Revenue Participation**").

"**Cam.TV Platform**" means the social media platform operated by the Issuer at www.cam.tv.

"**Revenue**" means results from the amounts derived from sales of products and rendering of services on or by the Cam.TV Platform and received by the Issuer, net of sales reduction and value added tax and other taxes directly related to turnover (pursuant to § 231 para (2) item 1 and § 189a no (5) of the Austrian Corporate Code; *Unternehmensgesetzbuch*).

- (2) *Revenue Share*. Each Token participates in 0.000001 % of Revenue ("**Revenue Share**").
- (3) *Calculation Day*. Beginning on 11 January 2022, the Revenue Share for the preceding calendar week shall be calculated on Tuesday of the current calendar week ("**Calculation Day**").

§ 5. Publication of Revenue

- (1) *Revenue Share*. The Issuer shall publish on a weekly basis on the Calculation Day the Revenue and Revenue Share for the preceding calendar week on www.cam.tv/cam-token.
- (2) *Financial Statements*. The Issuer shall publish, by 30 June of each calendar year, its annual financial statements for the previous financial year (the "**Annual Financial Statements**") prepared in accordance with applicable regulation on www.cam.tv/cam-token.

§ 6. Revenue Distribution

- (1) *Mandatory Distribution*. Beginning on 7 February 2022, on the fifth business day of each calendar month (the "**Distribution Day**"), the Issuer shall effect payment of the Revenue Share of the previous calendar month to the Tokenholders (the "**Revenue Distribution**").
- (2) *Distribution Threshold*. A Revenue Distribution shall not occur if the Revenue Share is less than EUR 0.01, i.e., in case of Revenue of less than EUR 1,000,000 (the "**Distribution Threshold**").
- (3) *Distribution Increment*. Revenue Distributions shall be made in increments of one Euro cent.
- (4) *Carryover*. Revenue Share not distributed to Tokenholders shall carry over to the next Distribution Day until such Revenue Share has been distributed.
- (5) *Distribution Currency*. Revenue Distributions shall be made in Euro. Payment shall be made using the payment details provided by the Tokenholder in the Subscription Whitelisting or the Assignment Whitelisting pursuant to § 2. To receive Revenue Distributions in Euro, the Tokenholder shall provide payment details that permit the Issuer to effect a payment without paying a fee.

Example: If the Issuer's Revenue for a certain month is EUR 1,500,000, the Issuer would distribute to Tokenholders EUR 0.01 per CAM Token. A Tokenholder holding 1,000 CAM Tokens would therefore receive EUR 10 for that particular month (EUR 0.01 * 1,000). The calculation of Revenue for the subsequent month would include the remaining EUR 500,000 that were not part of the distribution calculation in the previous month.

§ 7. Capital Measures

- (1) *Repurchase on the Market.* The Issuer may purchase any number of Participation Rights on the market or otherwise at any marketable price and at any time. The Issuer may hold such Participation Rights, resell them at a later point in time, or collect and devalue them at will. There is no dilution protection with regard to the repurchase of Participation Rights.
- (2) *Capital Structure.* The Issuer may take actions resulting in a change of its capital structure, in particular with respect to capital increases or decrease, changes of its legal form or the admission of new shareholders. There is no dilution protection with regard to any such corporate measures that lead to a change in the capital structure of the Issuer.

§ 8. Termination

- (1) *Ordinary Termination by the Tokenholder.* The Tokenholder may terminate the Participation Rights held by it, subject to a notice period of three months, as at 31 December of each calendar year.
- (2) *Extraordinary Termination.* The Issuer and Tokenholders may terminate the tokenized Participation Rights for good cause (*außerordentliche Kündigung*) at any time and without having to observe any notice period. The following circumstances shall constitute good cause for termination by the Issuer:
 - (a) in part vis-à-vis a single Tokenholder if that Tokenholder is in breach of its obligations concerning the Assignment Whitelisting; or
 - (b) in whole vis-à-vis all Tokenholders if changes in applicable laws such as supervisory laws or taxation laws make further compliance with these Terms impossible for the Issuer.
- (3) *Minimum Term.* The Tokenholder waives its ordinary termination right for a period of ten years starting on 1 January 2022.
- (4) *Pro Rata Rights.* An ordinary termination shall not affect the Tokenholder's *pro rata* right to the Revenue in the period preceding the termination.
- (5) *Waiver of Ordinary Termination by the Issuer.* The Issuer waives its right to ordinary termination of the Participation Rights.
- (6) *No Final Payment or Repayment.* For the avoidance of doubt, there is no final payment or repayment obligation upon termination of the Participation Rights.

§ 9. Costs and Taxes

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

§ 10. Publications, Notifications

Insofar as the Austrian Consumer Protection Act does not apply, all notices and publications concerning these Participation Rights shall be published on the website of the Issuer (www.cam.tv/cam-tokens). Any such notice shall be deemed received by the Tokenholders on the third day following the day of their publication. An individual notification of Tokenholders is not required.

§ 11. Reference Rate

Reference Rate. For subscriptions paid in Bitcoin or Ether, the payment amount to subscribe to the Participation Rights shall be calculated by converting the Subscription Price in Euro into Bitcoin or Ether at the current Reference Rate.

"**Reference Rate**" means the respective exchange rate as published at www.coinmarketcap.com at the time the transaction request was placed on the respective Blockchain. If www.coinmarketcap.com discontinues their service, the Issuer shall determine another source with comparable relevance and accuracy.

§ 12. Final Provisions

- (1) *Choice of Law.* These Participation Rights shall be subject to Austrian law, excluding reference norms of the Austrian International Private Law Statute (*Bundesgesetz über das internationale Privatrecht*).
- (2) *Place.* Place of fulfillment is Klagenfurt, Austria.
- (3) *Jurisdiction.* For all disputes arising out of or in connection with these Participation Rights between the Issuer and Tokenholders who are not consumers in the sense of the Austrian Consumer Protection Act, the court responsible for commercial matters in Vienna, Inner City shall have exclusive jurisdiction.
- (4) *Business Day Convention.* If an obligation pursuant to these Terms falls on a Saturday, Sunday or public holiday, the obligation shall be deemed to arise on the next business day.
- (5) *Severability.* If any provision of these terms and conditions is or becomes invalid in whole or in part, the remaining provisions shall remain in full force and effect. Insofar as the Austrian Consumer Protection Act does not apply, the ineffective provision shall be replaced by an effective provision which, to the extent legally possible, takes account of the economic purposes of the invalid provision.

Digital Fastlane DF GmbH

Schedule 2 – Subscription Form

To: Digital Fastlane DF GmbH, FN 444924 a, Lakeside B10, 9020 Klagenfurt, Austria

By providing my signature at the end of this form, I,

Last Name	First Name	Title	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Street, No.	ZIP Code, Town	Date of Birth	
Telephone Number	E-Mail Address	Citizenship	
Identification Card <input type="checkbox"/> Passport <input type="checkbox"/> Driver's License	Issuing Authority	ID-No.	Date of Issue

request from Digital Fastlane DF GmbH, FN 444924 a, Lakeside B10, 9020 Klagenfurt, Austria (the "**Issuer**"), to confirm to me that a Subscription can be made pursuant to § 3 of the Terms and Conditions of the Tokenized CAM Participation Rights attached hereto as Schedule 1 (the "**Terms & Conditions**").

I would like to subscribe to the following amount of CAM Tokens with a nominal value of EUR 1.25 per piece at the following Issue Price (until: 30.06.2021 EUR 1.125; 31.07.2021 EUR 1.1875; 31.08.2021 EUR 1.2125; 30.09.2021 EUR 1.23125; 31.10.2021 EUR 1.2375; 30.11.2021 EUR 1.24375; 31.12.2021 EUR 1.25):

Amount of CAM Tokens	Issue Price EUR	Subscription Price EUR
----------------------	--------------------	---------------------------

After having been provided with a confirmation by the Issuer that a subscription can be made, I will pay the Subscription Price

(select one of the following two options):

- ☐ by making a single payment to the Subscription Bank Account IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW.
- ☐ at the current EUR exchange rate published by www.coinmarketcap.com by transferring the respective amount of the selected virtual currency from the following public address:

Origin (Public Address) of the Subscription Amount
--

to the following Subscription Address:

Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejg2aq0w0fxsrgv

Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303

I would like to receive my CAM Tokens (select one of the following two options):

- ☐ on the following Ethereum Address (Delivery Address):

Delivery Address

- ☐ on a public Ethereum address which I will provide to the Issuer at a later point in time.

I would like to receive Revenue Distributions in Euro via the following payment method:

Please provide payment details.

I attach to this Subscription Form:

- ☐ a copy of an official identity card with a photo, and
- ☐ evidence of my current residential address.

and acknowledge that the Issuer may require that I submit additional information necessary to complete the Subscription Whitelisting.

I confirm (a) to have read, understood and to agree to the Terms & Conditions (Schedule 1); (b) to have read and understood the Prospectus, in particular chapter B (Risk Factors); (c) to make the subscription in my own name and on my own account and not upon third party instruction or as a trustee for a third party; (d) that I am in possession of the private key associated with the Delivery Address; (e) that I am using a wallet software to manage my Delivery Address that natively supports ERC20 tokens; (f) that my subscription neither serves for money laundering nor terrorism financing purposes; and (g) that I am neither a politically exposed person myself nor a family member of such a person.

Place	Date	Signature
-------	------	-----------

Schedule 3 – Audited Financial Statements as of 31 December 2020

Attached behind this cover page.



**Digital Fastlane DF GmbH,
Klagenfurt am Wörthersee, Austria**

Report on the Audit of the Financial
Statements for the year ended
31 December 2020

9 February 2021

KPMG Austria GmbH
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft
10195096

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Annexes

Annex

Financial Statements

Financial Statements for the year ended 31 December 2020

I

— Balance Sheet as at 31 December 2020

— Income Statement for the year ended 31 December 2020

— Additional Notes

— Cash Flow Statement

Other Annexes

General Conditions of Contract

II

To the Members of the Management of
Digital Fastlane DF GmbH,
Klagenfurt am Wörthersee, Austria

We have audited the financial statements for the year ended 31 December 2020 of

Digital Fastlane DF GmbH,
Klagenfurt am Wörthersee, Austria
(referred to as "the Company"),

and **report** on the result of our audit as follows:

1. Audit Contract and Scope of the Engagement

With letter of Digital Fastlane DF GmbH, Klagenfurt am Wörthersee, Austria, dated 26 January 2021, we were elected as auditors for the financial year 2020. The Company, represented by the management concluded an **audit contract** with us to audit the financial statements of the Company as at 31 December 2020. Our audit also comprised the accounting system in accordance with Section 269 et seq UGB (Austrian Commercial Code).

The audited Company is a **micro corporation** in accordance with Section 221 UGB.

The Company does not meet the criteria for the mandatory establishment of a **supervisory board**.

The audit is a **voluntary** audit.

The **audit includes** assessing whether the statutory requirements concerning the preparation of the financial statements were adhered to

Our audit was performed in accordance with the **legal requirements and Austrian Standards on Auditing**. These standards require that we comply with International Standards on Auditing – (ISAs). We would like to emphasize that the goal of the audit is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement. Absolute assurance is not attainable due to the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system. There is an unavoidable risk that even material misstatements may remain undetected. Areas which are generally covered in special engagements were not included in our scope of work.

We performed the audit at the between January and February 2021. The audit was substantially completed at the date of this report.

Engagement partner of the engagement is Mr Jürgen Lederer, Wirtschaftsprüfer (Austrian Chartered Accountant).

Our audit is based on the audit contract concluded with the Company. The "General **Conditions of Contract**" issued by the Chamber of Tax Advisers and Auditors (see Annex II), form an integral part of the audit contract. The conditions of contract do not only apply to the Company and the auditor, but to third parties as well. Our liability as auditors is guided under Section 275 UGB.

2. Breakdown and Description of Significant Financial Statement Items

As the Company meets the criteria of a micro corporation, no further breakdown is required.

3. Summary of Audit Findings

3.1. Compliance with Statutory Requirements of the Accounting System and Financial Statements

We obtain evidence that the **accounting system** is in compliance with statutory requirements.

In line with our risk and controls based audit approach and to the extent we considered necessary for the purpose of expressing an opinion, we considered internal controls related to sub processes of the financial reporting process as part of our audit.

With regard to the compliance of the **financial statements**, with all applicable statutory requirements, we refer to the auditor's report.

3.2. Explanations and Evidence

Management has sufficiently provided all evidence and explanations requested by us as well as their signed management representation letter.

3.3. Adverse Changes in the Financial Position and Financial Performance as well as Substantial Losses

The company was founded in 2015 and has started operations in 2020 only. The company does not yet gain operating profits but due to the positive development of the fictional currency 'LKSCoins' and related valuation exchange gains the result of the year is almost balanced. Since the payments received from the crowdfunding campaign in the amount of EUR 2,900,524.46 do not fulfill the criteria necessary for classifying those payments as equity under Austrian GAAP (UGB), the company records a negative equity as of 31 December 2020.

3.4. Reporting per Section 273 Paragraphs 2 and 3 UGB

During our audit we noted facts which indicate there could be material uncertainty casting doubt on the Company's ability to continue as a going concern and/or indicate a material deterioration of the Company's performance.

We therefore exercised our reporting obligation in accordance with Section 273 Paragraph 2 UGB with a letter to the shareholders and the board of directors dated 29 January 2021.

We did not note any facts which might indicate a material offence of the Company's management or its employees against Austrian law or the Company's articles of association. We did not note any material weaknesses in the internal controls over the financial reporting process. The criteria for reorganization per Section 22 Paragraph 1 Subsection 1 URG (Austrian Corporate Restructuring Act) are not met.

4. Auditor's Report

Report on the Financial Statements

Audit Opinion

We have audited the financial statements of

**Digital Fastlane DF GmbH,
Klagenfurt am Wörthersee, Austria,**

which comprise the Balance Sheet as at 31 December 2020, the Income Statement for the year then ended, and the additional notes to the financial statements of the company as of 31 December 2020.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as at 31 December 2020 and its financial performance for the year then ended, in accordance with Austrian Generally Accepted Accounting Principles.

Basis for our Opinion

We conducted our audit in accordance with Austrian Standards on Auditing. These standards require the audit to be conducted in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the "Auditor's Responsibilities" section of our report. We are independent of the Company, in accordance with Austrian company law and professional regulations, and we have fulfilled our other responsibilities under those relevant ethical requirements. We believe that the audit evidence we have obtained up to the date of the auditor's report is sufficient and appropriate to provide a basis for our audit opinion on this date. Our liability as auditors is guided under Section 275 UGB.

Material Uncertainty related to Going concern

In this context, we refer to the supplement "Additional notes to the annual financial statements of the company as of 31 December 2020", which state that the company generated an annual loss of EUR 7,101.97 in the financial year 2020 and that the company reports a negative equity as of 31 December 2020 in the amount of EUR 2,734,388.86. As stated in the annex section cited above, these and other circumstances mentioned there indicate a significant degree of uncertainty as to whether the company is capable of going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Austrian Generally Accepted Accounting Principles and for such internal controls as management determines are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Management is also responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting, unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole, are free from material misstatements – whether due to fraud or error – and to issue an auditor's report that includes our audit opinion. Reasonable assurance represents a high level of assurance, but provides no guarantee that an audit conducted in accordance with Austrian Standards on Auditing (and therefore ISAs), will always detect a material misstatement, if any. Misstatements may result from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Austrian Standards on Auditing, we exercise professional judgment and maintain professional skepticism throughout the audit.

Moreover:

- We identify and assess the risks of material misstatements in the financial statements, whether due to fraud or error, we design and perform audit procedures responsive to those risks and obtain sufficient and appropriate audit evidence to serve as a basis for our audit opinion. The risk of not detecting material misstatements resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.
- We obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.
- We evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- We conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our audit report to the respective note in the financial statements. If such disclosures are not appropriate, we will modify our audit opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- We evaluate the overall presentation, structure and content of the financial statements, including the notes, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.




Engagement Partner

The engagement partner is Mr Jürgen Lederer.

Vienna, 9 February 2021

KPMG Austria GmbH
Wirtschaftsprüfungs- und Steuerberatungsgesellschaft

qualified electronically signed:
Jürgen Lederer
Wirtschaftsprüfer
(Austrian Chartered Accountant)

	Signatory	Jürgen Alexander Lederer
	Date/Time-UTC	2021-02-09T13:47:52+01:00
Note	According to EU regulation No 910/2014 (eIDAS) this qualified electronic signature is legally equivalent to a handwritten signature. Verification at: http://www.signature-verification.gv.at	

This document was signed with a qualified electronic signature and only this electronic version is valid. The financial statements, together with our auditor's opinion, may only be published if the financial statements are identical with the audited version attached to this report. Section 281 Paragraph 2 UGB (Austrian Commercial Code) applies.

(Translation)

ANNUAL REPORT 2020

Digital Fastlane DF GmbH

Lakeside B10
9020 Klagenfurt am Wörthersee

Balance Sheet as of December 31, 2020	1
Income Statement of the Fiscal Year 2020	2
Notes	3
Cash Flow	4 - 5

Balance Sheet

as per December 31, 2020

Digital Fastlane DF GmbH

Assets	2020-12-31		2019-12-31		Shareholder's equity and liabilities	
	EUR	%	EUR	%	EUR	%
A. Fixed assets						
I. Intangible assets						
1. Trade marks, patents and similar rights and software	901,560.01	48.3	943,368.32	56.3	100,000.00	5.4
II. Tangible assets					100,000.00	5.4
1. Tools and equipment	0.01	0.0	116.67	0.0	100,000.00	5.4
III. Financial assets					-2,834,388.86	-151.9
1. Shares in affiliated companies	142,750.00	7.7	133,250.00	8.0	-2,827,286.89	-151.5
	1,044,310.02	56.0	1,076,734.99	64.3	-2,734,388.86	-146.5
B. Current assets						
I. Accounts receivable and other assets						
1. Accounts receivable - Trade	5,145.00	0.3	100,000.00	6.0	100,000.00	5.4
2. Other receivables and assets	730,177.29	39.1	163,763.07	9.8	100,000.00	5.4
thereof with a remaining maturity of more than one year	10,000.00	0.5	10,000.00	0.6	100,000.00	5.4
II. Bank balances	735,322.29	39.4	263,763.07	15.7	-2,827,286.89	-151.5
	24,978.85	1.3	334,995.16	20.0	-2,727,286.89	-162.8
	760,301.14	40.7	598,758.23	35.7		
C. Prepayments and accrued income	61,448.24	3.3	263.82	0.0		
Total assets	1,866,059.40	100.0	1,675,757.04	100.0		
D. Accruals and deferred income						
Total shareholder's equity and liabilities						
					2,900,524.46	155.4
					2,900,524.46	155.4
					4,357,666.41	233.5
					4,371,293.93	260.9
					1,007,141.95	54.0
					3,350,524.46	179.6
					2,900,524.46	173.1
					2,900,524.46	173.1
					4,371,293.93	260.9
					1,420,769.47	84.8
					2,950,524.46	176.1
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					2,950,524.46	176.1
					2,900,524.46	

	2020 EUR	%	2019 EUR	%
1. Net turnover	58,684.96	100.0	1,440,016.12	100.0
2. Other operating income	1,534,446.33	>999,9	12,175.37	0.9
3. Cost of materials and purchased services				
a) Cost of purchased services	304,189.71	518.3	370,036.48	25.7
4. Personnel expenses				
a) Social security costs	1,822.50	3.1	2,187.00	0.2
5. Amortisation and depreciation				
a) Of intangible assets and tangible fixed assets	857,924.97	>999,9	558,841.67	38.8
6. Other operating expenses				
taxes, as far as they are not on income or on revenue	7,362.90	12.6	550.09	0.0
Rent costs and licence fees	8,167.61	13.9	7,307.50	0.5
management costs	25,000.00	42.6	30,000.00	2.1
mail expenses	0.00	0.0	526.55	0.0
Expenditure on advertising	1,179.16	2.0	710,551.56	49.3
Legal and consulting expenses, consulting costs and audit-expenses	383,365.61	653.3	94,617.04	6.6
transaction costs	1,577.78	2.7	1,955.04	0.1
other operating expense	9,145.50	15.6	152,323.62	10.6
	<u>435,798.56</u>	<u>742.6</u>	<u>997,831.40</u>	<u>69.3</u>
7. Subtotal no. 1 to 6 (Operating profit)	-6,604.45	-11.3	-476,705.06	-33.1
8. Other interest and similar income	<u>2.00</u>	<u>0.0</u>	<u>1.99</u>	<u>0.0</u>
9. Subtotal no. 8 to 8 (Financial result)	<u>2.00</u>	<u>0.0</u>	<u>1.99</u>	<u>0.0</u>
10. Earnings before taxes (Total no. 7 and no. 9)	-6,602.45	-11.3	-476,703.07	-33.1
11. Taxes on income	<u>499.52</u>	<u>0.9</u>	<u>499.51</u>	<u>0.0</u>
12. Earnings after taxes	<u>-7,101.97</u>	<u>-12.1</u>	<u>-477,202.58</u>	<u>-33.1</u>
13. Net loss for the year	-7,101.97	-12.1	-477,202.58	-33.1
14. Loss carried forward from the previous years	<u>-2,827,286.89</u>	<u>>999,9</u>	<u>-2,350,084.31</u>	<u>-163.2</u>
15. Balance sheet loss	<u>-2,834,388.86</u>	<u>>999,9</u>	<u>-2,827,286.89</u>	<u>-196.3</u>

Additional notes to the financial statements of the company as of 31 December 2020

For the financial year 2020, the company qualifies as a micro-corporation in accordance with Section 221 UGB. As a result, the company is only obliged to issue a Statement of Financial Positions as of 31 December 2020 as well as an Income Statement for the year ended 2020.

Due to the fact that the company reports a loss for the financial year 2020 and that the equity of the company is negative as of 31 December 2020, the management of the company issues the following additional information to the reader of the financial statement:

The company reports an annual loss for the financial year 2020 in the amount of EUR 7,101.97 and losses carried forward from the previous years in the amount of EUR 2,827,286.89. Therefore, the equity of the company is negative in the amount of EUR 2,734,388.86 as of 31 December 2020. The losses from the previous years are mainly due to distribution fees related to a crowdfunding-financing-process in 2018. The loss of the year 2019 resulted from marketing expenses, exchange losses from the initial determination of the exchange-rate of the fictional currency "LKSCoin" as well as cost for the further development of the platform "CAM.TV". Through the aforementioned crowdfunding-financing-process, a total of EUR 2,900,000.00 in cash and cash equivalents were received from investors in 2017 and 2018, which will be used for the further set-up and the market introduction of the digital knowledge-platform "CAM.TV".

The net loss results primarily from start-up losses due to prepare the platform for a successful market entry in the following years.

The successful completion and market introduction of the platform as well as additional financing through a security token offering that shall take place in 2021, represent key events for a successful going concern of the company; however, these events are subject to economic risk and uncertainties.

The management of the company has set up a business plan that provides details about the future development of the online-platform CAM.TV and how the future growth strategy will be financed. However, the management of the company likes to emphasise the future development of the company is subject to economic risks and uncertainties, and there could be material uncertainty as to whether the company is capable of going concern. From a current perspective, management does not see an overindebtedness as defined in the insolvency law.

Date: 8. February 2021

Digital Fastlane DF GmbH
Management

Gabriele Visintini

	2020 EUR	2019 EUR
1. Earnings before taxes	-6,602.45	-476,703.07
2. Reconciliation to net cash flow from earnings before taxes		
a. Depreciation/write ups of fixed assets and marketable securities and investments		
Amortisation and depreciation of intangible and fixed assets	857,924.97	558,841.67
b. Other expenses/income with no influence on liquid funds	-980,117.64	213,069.62
Net cash flow from operating income	-128,795.12	295,208.22
c. Decrease/increase in inventory, accounts receivables - Trade and other assets		
Accounts receivable - Trade	94,855.00	-100,000.00
Other assets and receivables	-566,414.78	218,905.62
Prepayments and accrued income	-61,184.42	8,886.55
	-532,744.20	127,792.17
d. Increase/decrease in provisions, without provisions for income taxes		
Other provisions	-7,250.00	8,950.00
e. Increase/decrease in accounts payable - Trade and other liabilities		
Accounts payable - Trade	514,605.41	-5,818.45
Other liabilities	53,395.87	-237,310.06
Deferred income	218,281.85	0.00
	786,283.13	-243,128.51
	124,096.26	665,524.95
3. Net cash flow from earnings before taxes	117,493.81	188,821.88
4. Payments for taxes		
a. Taxes on income	-499.52	-499.51
b. Other receivables from taxes	0.56	0.00
	-498.96	-499.51
5. Net cash flow from operating activities	116,994.85	188,322.37
6. Net cash flow used in investing activities		
a. Increase in fixed assets without financial assets	-816,000.00	-817,650.00
b. Increase in financial assets	-9,500.00	-133,250.00
	-825,500.00	-950,900.00
7. Net cash flow used in financing activities		
a. Increase/decrease in accounts receivable - Shareholders	0.00	370.38
b. Increase/decrease in accounts payable - Shareholders	400,000.00	4,250.19
c. Increase/decrease in other loans	-1,511.16	-6,581.13
	398,488.84	-1,960.56
8. Increase/decrease in cash and cash equivalents	-310,016.31	-764,538.19
9. Cash and cash equivalents at the beginning of the year	334,995.16	1,099,533.35

	2020 EUR	2019 EUR
	<u> </u>	<u> </u>
X. Cash and cash equivalents at the end of the year	<u>24,978.85</u>	<u>334,995.16</u>

General Conditions of Contract for the Public Accounting Professions (AAB 2018)

Recommended for use by the Board of the Chamber of Tax Advisers and Auditors, last recommended in its decision of April 18, 2018

Preamble and General Items

(1) Contract within the meaning of these Conditions of Contract refers to each contract on services to be rendered by a person entitled to exercise profession in the field of public accounting exercising that profession (de facto activities as well as providing or performing legal transactions or acts, in each case pursuant to Sections 2 or 3 Austrian Public Accounting Professions Act (WTBG 2017). The parties to the contract shall hereinafter be referred to as the "contractor" on the one hand and the "client" on the other hand).

(2) The General Conditions of Contract for the professions in the field of public accounting are divided into two sections: The Conditions of Section I shall apply to contracts where the agreeing of contracts is part of the operations of the client's company (entrepreneur within the meaning of the Austrian Consumer Protection Act. They shall apply to consumer business under the Austrian Consumer Protection Act (Federal Act of March 8, 1979 / Federal Law Gazette No. 140 as amended) insofar as Section II does not provide otherwise for such business.

(3) In the event that an individual provision is void, the invalid provision shall be replaced by a valid provision that is as close as possible to the desired objective.

SECTION I

1. Scope and Execution of Contract

(1) The scope of the contract is generally determined in a written agreement drawn up between the client and the contractor. In the absence of such a detailed written agreement, (2)-(4) shall apply in case of doubt:

(2) When contracted to perform tax consultation services, consultation shall consist of the following activities:

- preparing annual tax returns for income tax and corporate tax as well as value-added tax (VAT) on the basis of the financial statements and other documents and papers required for taxation purposes and to be submitted by the client or (if so agreed) prepared by the contractor. Unless explicitly agreed otherwise, documents and papers required for taxation purposes shall be produced by the client.
- examining the tax assessment notices for the tax returns mentioned under a).
- negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).
- participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).
- participating in appeal procedures with regard to the taxes mentioned under a).

If the contractor receives a flat fee for regular tax consultation, in the absence of written agreements to the contrary, the activities mentioned under d) and e) shall be invoiced separately.

(3) Provided the preparation of one or more annual tax return(s) is part of the contract accepted, this shall not include the examination of any particular accounting conditions nor the examination of whether all relevant concessions, particularly those with regard to value added tax, have been utilized, unless the person entitled to exercise the profession can prove that he/she has been commissioned accordingly.

(4) In each case, the obligation to render other services pursuant to Sections 2 and 3 WTBG 2017 requires for the contractor to be separately and verifiably commissioned.

(5) The aforementioned paragraphs (2) to (4) shall not apply to services requiring particular expertise provided by an expert.

(6) The contractor is not obliged to render any services, issue any warnings or provide any information beyond the scope of the contract.

(7) The contractor shall have the right to engage suitable staff and other performing agents (subcontractors) for the execution of the contract as well as to have a person entitled to exercise the profession substitute for him/her in executing the contract. Staff within the meaning of these Conditions of Contract refers to all persons who support the contractor in his/her operating activities on a regular or permanent basis, irrespective of the type of underlying legal transaction.

(8) In rendering his/her services, the contractor shall exclusively take into account Austrian law; foreign law shall only be taken into account if this has been explicitly agreed upon in writing.

(9) Should the legal situation change subsequent to delivering a final professional statement passed on by the client orally or in writing, the contractor shall not be obliged to inform the client of changes or of the consequences thereof. This shall also apply to the completed parts of a contract.

(10) The client shall be obliged to make sure that the data made available by him/her may be handled by the contractor in the course of rendering the services. In this context, the client shall particularly but not exclusively comply with the applicable provisions under data protection law and labor law.

(11) Unless explicitly agreed otherwise, if the contractor electronically submits an application to an authority, he/she acts only as a messenger and this does not constitute a declaration of intent or knowledge attributable to him/her or a person authorized to submit the application.

(12) The client undertakes not to employ persons that are or were staff of the contractor during the contractual relationship, during and within one year after termination of the contractual relationship, either in his/her company or in an associated company, failing which he/she shall be obliged to pay the contractor the amount of the annual salary of the member of staff taken over.

2. Client's Obligation to Provide Information and Submit Complete Set of Documents

(1) The client shall make sure that all documents required for the execution of the contract be placed without special request at the disposal of the contractor at the agreed date, and in good time if no such date has been agreed, and that he/she be informed of all events and circumstances which may be of significance for the execution of the contract. This shall also apply to documents, events and circumstances which become known only after the contractor has commenced his/her work.

(2) The contractor shall be justified in regarding information and documents presented to him/her by the client, in particular figures, as correct and complete and to base the contract on them. The contractor shall not be obliged to identify any errors unless agreed separately in writing. This shall particularly apply to the correctness and completeness of bills. However, he/she is obliged to inform the client of any errors identified by him/her. In case of financial criminal proceedings he/she shall protect the rights of the client.

(3) The client shall confirm in writing that all documents submitted, all information provided and explanations given in the context of audits, expert opinions and expert services are complete.

(4) If the client fails to disclose considerable risks in connection with the preparation of financial statements and other statements, the contractor shall not be obliged to render any compensation insofar as these risks materialize.

(5) Dates and time schedules stated by the contractor for the completion of the contractor's products or parts thereof are best estimates and, unless otherwise agreed in writing, shall not be binding. The same applies to any estimates of fees: they are prepared to best of the contractor's knowledge; however, they shall always be non-binding.

(6) The client shall always provide the contractor with his/her current contact details (particularly the delivery address). The contractor may rely on the validity of the contact details most recently provided by the client, particularly have deliveries made to the most recently provided address, until such time as new contact details are provided.

3. Safeguarding of Independence

(1) The client shall be obliged to take all measures to prevent that the independence of the staff of the contractor be jeopardized and shall himself/herself refrain from jeopardizing their independence in any way. In particular, this shall apply to offers of employment and to offers to accept contracts on their own account.

(2) The client acknowledges that his/her personal details required in this respect, as well as the type and scope of the services, including the performance period agreed between the contractor and the client for the services (both audit and non-audit services), shall be handled within a network (if any) to which the contractor belongs, and for this purpose transferred to the other members of the network including abroad for the purpose of examination of the existence of grounds of bias or grounds for exclusion and conflicts of interest. For this purpose the client expressly releases the contractor in accordance with the Data Protection Act and in accordance with Section 80 (4) No. 2 WTBG 2017 from his/her obligation to maintain secrecy. The client can revoke the release from the obligation to maintain secrecy at any time.

4. Reporting Requirements

(1) (Reporting by the contractor) In the absence of an agreement to the contrary, a written report shall be drawn up in the case of audits and expert opinions.

(2) (Communication to the client) All contract-related information and opinions, including reports, (all declarations of knowledge) of the contractor, his/her staff, other performing agents or substitutes ("professional statements") shall only be binding provided they are set down in writing. Professional statements in electronic file formats which are made, transferred or confirmed by fax or e-mail or using similar types of electronic communication (that can be stored and reproduced but is not oral, i.e. e.g. text messages but not telephone) shall be deemed as set down in writing; this shall only apply to professional statements. The client bears the risk that professional statements may be issued by persons not entitled to do so as well as the transfer risk of such professional statements.

(3) (Communication to the client) The client hereby consents to the contractor communicating with the client (e.g. by e-mail) in an unencrypted manner. The client declares that he/she has been informed of the risks arising from the use of electronic communication (particularly access to, maintaining secrecy of, changing of messages in the course of transfer). The contractor, his/her staff, other performing agents or substitutes are not liable for any losses that arise as a result of the use of electronic means of communication.

(4) (Communication to the contractor) Receipt and forwarding of information to the contractor and his/her staff are not always guaranteed when the telephone is used, in particular in conjunction with automatic telephone answering systems, fax, e-mail and other types of electronic communication. As a result, instructions and important information shall only be deemed to have been received by the contractor provided they are also received physically (not by telephone, orally or electronically), unless explicit confirmation of receipt is provided in individual instances. Automatic confirmation that items have been transmitted and read shall not constitute such explicit confirmations of receipt. This shall apply in particular to the transmission of decisions and other information relating to deadlines. As a result, critical and important notifications must be sent to the contractor by mail or courier. Delivery of documents to staff outside the firm's offices shall not count as delivery.

(5) (General) In writing shall mean, insofar as not otherwise laid down in Item 4. (2), written form within the meaning of Section 886 Austrian Civil Code (ABGB) (confirmed by signature). An advanced electronic signature (Art. 26 eIDAS Regulation (EU) No. 910/2014) fulfills the requirement of written form within the meaning of Section 886 ABGB (confirmed by signature) insofar as this is at the discretion of the parties to the contract.

(6) (Promotional information) The contractor will send recurrent general tax law and general commercial law information to the client electronically (e.g. by e-mail). The client acknowledges that he/she has the right to object to receiving direct advertising at any time.

5. Protection of Intellectual Property of the Contractor

(1) The client shall be obliged to ensure that reports, expert opinions, organizational plans, drafts, drawings, calculations and the like, issued by the contractor, be used only for the purpose specified in the contract (e.g. pursuant to Section 44 (3) Austrian Income Tax Act 1988). Furthermore, professional statements made orally or in writing by the contractor may be passed on to a third party for use only with the written consent of the contractor.

(2) The use of professional statements made orally or in writing by the contractor for promotional purposes shall not be permitted; a violation of this provision shall give the contractor the right to terminate without notice to the client all contracts not yet executed.

(3) The contractor shall retain the copyright on his/her work. Permission to use the work shall be subject to the written consent by the contractor.

6. Correction of Errors

(1) The contractor shall have the right and shall be obliged to correct all errors and inaccuracies in his/her professional statement made orally or in writing which subsequently come to light and shall be obliged to inform the client thereof without delay. He/she shall also have the right to inform a third party acquainted with the original professional statement of the change.

(2) The client has the right to have all errors corrected free of charge if the contractor can be held responsible for them; this right will expire six months after completion of the services rendered by the contractor and/or – in cases where a written professional statement has not been delivered – six months after the contractor has completed the work that gives cause to complaint.

(3) If the contractor fails to correct errors which have come to light, the client shall have the right to demand a reduction in price. The extent to which additional claims for damages can be asserted is stipulated under Item 7.

7. Liability

(1) All liability provisions shall apply to all disputes in connection with the contractual relationship, irrespective of the legal grounds. The contractor is liable for losses arising in connection with the contractual relationship (including its termination) only in case of willful intent and gross negligence. The applicability of Section 1298 2nd Sentence ABGB is excluded.

(2) In cases of gross negligence, the maximum liability for damages due from the contractor is tenfold the minimum insurance sum of the professional liability insurance according to Section 11 WTBG 2017 as amended.

(3) The limitation of liability pursuant to Item 7. (2) refers to the individual case of damages. The individual case of damages includes all consequences of a breach of duty regardless of whether damages arose in one or more consecutive years. In this context, multiple acts or failures to act that are based on the same or similar source of error as one consistent breach of duty if the matters concerned are legally and economically connected. Single damages remain individual cases of damage even if they are based on several breaches of duty. Furthermore, the contractor's liability for loss of profit as well as collateral, consequential, incidental or similar losses is excluded in case of willful damage.

(4) Any action for damages may only be brought within six months after those entitled to assert a claim have gained knowledge of the damage, but no later than three years after the occurrence of the (primary) loss following the incident upon which the claim is based, unless other statutory limitation periods are laid down in other legal provisions.

(5) Should Section 275 Austrian Commercial Code (UGB) be applicable (due to a criminal offense), the liability provisions contained therein shall apply even in cases where several persons have participated in the execution of the contract or where several activities requiring compensation have taken place and irrespective of whether other participants have acted with intent.

(6) In cases where a formal auditor's report is issued, the applicable limitation period shall commence no later than at the time the said auditor's report was issued.

(7) If activities are carried out by enlisting the services of a third party, e.g. a data-processing company, any warranty claims and claims for damages which arise against the third party according to law and contract shall be deemed as having been passed on to the client once the client has been informed of them. Item 4. (3) notwithstanding, in such a case the contractor shall only be liable for fault in choosing the third party.

(8) The contractor's liability to third parties is excluded in any case. If third parties come into contact with the contractor's work in any manner due to the client, the client shall expressly clarify this fact to them. Insofar as such exclusion of liability is not legally permissible or a liability to third parties has been assumed by the contractor in exceptional cases, these limitations of liability shall in any case also apply to third parties on a subsidiary basis. In any case, a third party cannot raise any claims that go beyond any claim raised by the client. The maximum sum of liability shall be valid only once for all parties injured, including the compensation claims of the client, even if several persons (the client and a third party or several third parties) have sustained losses; the claims of the parties injured shall be satisfied in the order in which the claims have been raised. The client will indemnify and hold harmless the contractor and his/her staff against any claims by third parties in connection with professional statements made orally or in writing by the contractor and passed on to these third parties.

(9) Item 7. shall also apply to any of the client's liability claims to third parties (performing agents and vicarious agents of the contractor) and to substitutes of the contractor relating to the contractual relationship.

8. Secrecy, Data Protection

(1) According to Section 80 WTBG 2017 the contractor shall be obliged to maintain secrecy in all matters that become known to him/her in connection with his/her work for the client, unless the client releases him/her from this duty or he/she is bound by law to deliver a statement.

(2) Insofar as it is necessary to pursue the contractor's claims (particularly claims for fees) or to dispute claims against the contractor (particularly claims for damages raised by the client or third parties against the contractor), the contractor shall be released from his/her professional obligation to maintain secrecy.

(3) The contractor shall be permitted to hand on reports, expert opinions and other written statements pertaining to the results of his/her services to third parties only with the permission of the client, unless he/she is required to do so by law.

(4) The contractor is a data protection controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to all personal data processed under the contract. The contractor is thus authorized to process personal data entrusted to him/her within the limits of the contract. The material made available to the contractor (paper and data carriers) shall generally be handed to the client or to third parties appointed by the client after the respective rendering of services has been completed, or be kept and destroyed by the contractor if so agreed. The contractor is authorized to keep copies thereof insofar as he/she needs them to appropriately document his/her services or insofar as it is required by law or customary in the profession.

(5) If the contractor supports the client in fulfilling his/her duties to the data subjects arising from the client's function as data protection controller, the contractor shall be entitled to charge the client for the actual efforts undertaken. The same shall apply to efforts undertaken for information with regard to the contractual relationship which is provided to third parties after having been released from the obligation to maintain secrecy to third parties by the client.

9. Withdrawal and Cancellation („Termination“)

(1) The notice of termination of a contract shall be issued in writing (see also Item 4. (4) and (5)). The expiry of an existing power of attorney shall not result in a termination of the contract.

(2) Unless otherwise agreed in writing or stipulated by force of law, either contractual partner shall have the right to terminate the contract at any time with immediate effect. The fee shall be calculated according to Item 11.

(3) However, a continuing agreement (fixed-term or open-ended contract on – even if not exclusively – the rendering of repeated individual services, also with a flat fee) may, without good reason, only be terminated at the end of the calendar month by observing a period of notice of three months, unless otherwise agreed in writing.

(4) After notice of termination of a continuing agreement and unless otherwise stipulated in the following, only those individual tasks shall still be completed by the contractor (list of assignments to be completed) that can (generally) be completed fully within the period of notice insofar as the client is notified in writing within one month after commencement of the termination notice period within the meaning of Item 4. (2). The list of assignments to be completed shall be completed within the termination period if all documents required are provided without delay and if no good reason exists that impedes completion.

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any such assignments exceeding this number shall be regarded as assignments to be completed only with the client's explicit consent. If applicable, the client shall be informed of this explicitly in the statement pursuant to Item 9. (4).

10. Termination in Case of Default in Acceptance and Failure to Cooperate on the Part of the Client and Legal Impediments to Execution

(1) If the client defaults on acceptance of the services rendered by the contractor or fails to carry out a task incumbent on him/her either according to Item 2. or imposed on him/her in another way, the contractor shall have the right to terminate the contract without prior notice. The same shall apply if the client requests a way to execute (also partially) the contract that the contractor reasonably believes is not in compliance with the legal situation or professional principles. His/her fees shall be calculated according to Item 11. Default in acceptance or failure to cooperate on the part of the client shall also justify a claim for compensation made by the contractor for the extra time and labor hereby expended as well as for the damage caused, if the contractor does not invoke his/her right to terminate the contract.

(2) For contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, a termination without prior notice by the contractor is permissible under Item 10. (1) if the client verifiably fails to cooperate twice as laid down in Item 2. (1).

11. Entitlement to Fee

(1) If the contract fails to be executed (e.g. due to withdrawal or cancellation), the contractor shall be entitled to the negotiated compensation (fee), provided he/she was prepared to render the services and was prevented from so doing by circumstances caused by the client, whereby a merely contributory negligence by the contractor in this respect shall be excluded; in this case the contractor need not take into account the amount he/she obtained or failed to obtain through alternative use of his/her own professional services or those of his/her staff.

(2) If a continuing agreement is terminated, the negotiated compensation for the list of assignments to be completed shall be due upon completion or in case completion fails due to reasons attributable to the client (reference is made to Item 11. (1)). Any flat fees negotiated shall be calculated according to the services rendered up to this point.

(3) If the client fails to cooperate and the assignment cannot be carried out as a result, the contractor shall also have the right to set a reasonable grace period on the understanding that, if this grace period expires without results, the contract shall be deemed ineffective and the consequences indicated in Item 11. (1) shall apply.

(4) If the termination notice period under Item 9. (3) is not observed by the client as well as if the contract is terminated by the contractor in accordance with Item 10. (2), the contractor shall retain his/her right to receive the full fee for three months.

12. Fee

(1) Unless the parties explicitly agreed that the services would be rendered free of charge, an appropriate remuneration in accordance with Sections 1004 and 1152 ABGB is due in any case. Amount and type of the entitlement to the fee are laid down in the agreement negotiated between the contractor and his/her client. Unless a different agreement has verifiably been reached, payments made by the client shall in all cases be credited against the oldest debt.

(2) The smallest service unit which may be charged is a quarter of an hour.

(3) Travel time to the extent required is also charged.

(4) Study of documents which, in terms of their nature and extent, may prove necessary for preparation of the contractor in his/her own office may also be charged as a special item.

(5) Should a remuneration already agreed upon prove inadequate as a result of the subsequent occurrence of special circumstances or due to special requirements of the client, the contractor shall notify the client thereof and additional negotiations for the agreement of a more suitable remuneration shall take place (also in case of inadequate flat fees).

(6) The contractor includes charges for supplementary costs and VAT in addition to the above, including but not limited to the following (7) to (9):

(7) Chargeable supplementary costs also include documented or flat-rate cash expenses, traveling expenses (first class for train journeys), per diems, mileage allowance, copying costs and similar supplementary costs.

(8) Should particular third party liabilities be involved, the corresponding insurance premiums (including insurance tax) also count as supplementary costs.

(9) Personnel and material expenses for the preparation of reports, expert opinions and similar documents are also viewed as supplementary costs.

(10) For the execution of a contract wherein joint completion involves several contractors, each of them will charge his/her own compensation.

(11) In the absence of any other agreements, compensation and advance payments are due immediately after they have been requested in writing. Where payments of compensation are made later than 14 days after the due date, default interest may be charged. Where mutual business transactions are concerned, a default interest rate at the amount stipulated in Section 456 1st and 2nd Sentence UGB shall apply.

(12) Statutory limitation is in accordance with Section 1486 of ABGB, with the period beginning at the time the service has been completed or upon the issuing of the bill within an appropriate time limit at a later point.

(13) An objection may be raised in writing against bills presented by the contractor within 4 weeks after the date of the bill. Otherwise the bill is considered as accepted. Filing of a bill in the accounting system of the recipient is also considered as acceptance.

(14) Application of Section 934 ABGB within the meaning of Section 351 UGB, i.e. rescission for *laesio enormis* (lesion beyond moiety) among entrepreneurs, is hereby renounced.

(15) If a flat fee has been negotiated for contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, in the absence of written agreements to the contrary, representation in matters concerning all types of tax audits and audits of payroll-related taxes and social security contributions including settlements concerning tax assessments and the basis for contributions, preparation of reports, appeals and the like shall be invoiced separately. Unless otherwise agreed to in writing, the fee shall be considered agreed upon for one year at a time.

(16) Particular individual services in connection with the services mentioned in Item 12. (15), in particular ascertaining whether the requirements for statutory social security contributions are met, shall be dealt with only on the basis of a specific contract.

(17) The contractor shall have the right to ask for advance payments and can make delivery of the results of his/her (continued) work dependent on satisfactory fulfillment of his/her demands. As regards continuing agreements, the rendering of further services may be denied until payment of previous services (as well as any advance payments under Sentence 1) has been effected. This shall analogously apply if services are rendered in installments and fee installments are outstanding.

(18) With the exception of obvious essential errors, a complaint concerning the work of the contractor shall not justify even only the partial retention of fees, other compensation, reimbursements and advance payments (remuneration) owed to him/her in accordance with Item 12.

(19) Offsetting the remuneration claims made by the contractor in accordance with Item 12. shall only be permitted if the demands are uncontested and legally valid.

13. Other Provisions

(1) With regard to Item 12. (17), reference shall be made to the legal right of retention (Section 471 ABGB, Section 369 UGB); if the right of retention is wrongfully exercised, the contractor shall generally be liable pursuant to Item 7. or otherwise only up to the outstanding amount of his/her fee.

(2) The client shall not be entitled to receive any working papers and similar documents prepared by the contractor in the course of fulfilling the contract. In the case of contract fulfillment using electronic accounting systems the contractor shall be entitled to delete the data after handing over all data based thereon – which were prepared by the contractor in relation to the contract and which the client is obliged to keep – to the client and/or the succeeding public accountant in a structured, common and machine-readable format. The contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy) for handing over such data in a structured, common and machine-readable format. If handing over such data in a structured, common and machine-readable format is impossible or unfeasible for special reasons, they may be handed over in the form of a full print-out instead. In such a case, the contractor shall not be entitled to receive a fee.

(3) At the request and expense of the client, the contractor shall hand over all documents received from the client within the scope of his/her activities. However, this shall not apply to correspondence between the contractor and his/her client and to original documents in his/her possession and to documents which are required to be kept in accordance with the legal anti-money laundering provisions applicable to the contractor. The contractor may make copies or duplicates of the documents to be returned to the client. Once such documents have been transferred to the client, the contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy).

(4) The client shall fetch the documents handed over to the contractor within three months after the work has been completed. If the client fails to do so, the contractor shall have the right to return them to the client at the cost of the client or to charge an appropriate fee (Item 12. shall apply by analogy) if the contractor can prove that he/she has asked the client twice to pick up the documents handed over. The documents may also further be kept by third parties at the expense of the client. Furthermore, the contractor is not liable for any consequences arising from damage, loss or destruction of the documents.

(5) The contractor shall have the right to compensation of any fees that are due by use of any available deposited funds, clearing balances, trust funds or other liquid funds at his/her disposal, even if these funds are explicitly intended for safekeeping, if the client had to have anticipated the counterclaim of the contractor.

(6) To secure an existing or future fee payable, the contractor shall have the right to transfer a balance held by the client with the tax office or another balance held by the client in connection with charges and contributions, to a trust account. In this case the client shall be informed of the transfer. Subsequently, the amount secured may be collected either after agreement has been reached with the client or after enforceability of the fee by execution has been declared.

14. Applicable Law, Place of Performance, Jurisdiction

(1) The contract, its execution and the claims resulting from it shall be exclusively governed by Austrian law, excluding national referral rules.

(2) The place of performance shall be the place of business of the contractor.

(3) In absence of a written agreement stipulating otherwise, the place of jurisdiction is the competent court of the place of performance.

SECTION II

15. Supplementary Provisions for Consumer Transactions

(1) Contracts between public accountants and consumers shall fall under the obligatory provisions of the Austrian Consumer Protection Act (KSchG).

(2) The contractor shall only be liable for the willful and grossly negligent violation of the obligations assumed.

(3) Contrary to the limitation laid down in Item 7. (2), the duty to compensate on the part of the contractor shall not be limited in case of gross negligence.

(4) Item 6. (2) (period for right to correction of errors) and Item 7. (4) (asserting claims for damages within a certain period) shall not apply.

(5) Right of Withdrawal pursuant to Section 3 KSchG:

If the consumer has not made his/her contract statement in the office usually used by the contractor, he/she may withdraw from the contract application or the contract proper. This withdrawal may be declared until the contract has been concluded or within one week after its conclusion; the period commences as soon as a document has been handed over to the consumer which contains at least the name and the address of the contractor as well as instructions on the right to withdraw from the contract, but no earlier than the conclusion of the contract. The consumer shall not have the right to withdraw from the contract

1. if the consumer himself/herself established the business relationship concerning the conclusion of this contract with the contractor or his/her representative,

2. if the conclusion of the contract has not been preceded by any talks between the parties involved or their representatives, or

3. in case of contracts where the mutual services have to be rendered immediately, if the contracts are usually concluded outside the offices of the contractors, and the fee agreed upon does not exceed €15.

In order to become legally effective, the withdrawal shall be declared in writing. It is sufficient if the consumer returns a document that contains his/her contract declaration or that of the contractor to the contractor with a note which indicates that the consumer rejects the conclusion or the maintenance of the contract. It is sufficient if this declaration is dispatched within one week.

If the consumer withdraws from the contract according to Section 3 KSchG,

1. the contractor shall return all benefits received, including all statutory interest, calculated from the day of receipt, and compensate the consumer for all necessary and useful expenses incurred in this matter,

2. the consumer shall pay for the value of the services rendered by the contractor as far as they are of a clear and predominant benefit to him/her.

According to Section 4 (3) KSchG, claims for damages shall remain unaffected.

(6) Cost Estimates according to Section 5 Austrian KSchG:

The consumer shall pay for the preparation of a cost estimate by the contractor in accordance with Section 1170a ABGB only if the consumer has been notified of this payment obligation beforehand.

If the contract is based on a cost estimate prepared by the contractor, its correctness shall be deemed warranted as long as the opposite has not been explicitly declared.

(7) Correction of Errors: Supplement to Item 6.:

If the contractor is obliged under Section 932 ABGB to improve or complement his/her services, he/she shall execute this duty at the place where the matter was transferred. If it is in the interest of the consumer to have the work and the documents transferred by the contractor, the consumer may carry out this transfer at his/her own risk and expense.

(8) Jurisdiction: Shall apply instead of Item 14. (3)

If the domicile or the usual residence of the consumer is within the country or if he/she is employed within the country, in case of an action against him/her according to Sections 88, 89, 93 (2) and 104 (1) Austrian Court Jurisdiction Act (JN), the only competent courts shall be the courts of the districts where the consumer has his/her domicile, usual residence or place of employment.

(9) Contracts on Recurring Services:

(a) Contracts which oblige the contractor to render services and the consumer to effect repeated payments and which have been concluded for an indefinite period or a period exceeding one year may be terminated by the consumer at the end of the first year, and after the first year at the end of every six months, by adhering to a two-month period of notice.

(b) If the total work is regarded as a service that cannot be divided on account of its character, the extent and price of which is determined already at the conclusion of the contract, the first date of termination may be postponed until the second year has expired. In case of such contracts the period of notice may be extended to a maximum of six months.

(c) If the execution of a certain contract indicated in lit. a) requires considerable expenses on the part of the contractor and if he/she informed the consumer about this no later than at the time the contract was concluded, reasonable dates of termination and periods of notice which deviate from lit. a) and b) and which fit the respective circumstances may be agreed.

(d) If the consumer terminates the contract without complying with the period of notice, the termination shall become effective at the next termination date which follows the expiry of the period of notice.

Schedule 4 – Articles of Association of the Issuer

Attached behind this cover page.



ÖFFENTLICHER NOTAR

**Mag. Karl Daniel Grazer
& Partner**

Dr. Herbert Müller | Mag. Christoph Wagner
Notar - Partner Notar - Partner

1/be/VER2019/291

Gebührenfrei für den Amtsgebrauch

BEURKUNDUNG

gemäß

§ 51 Absatz 1 des Gesetzes über Gesellschaften mit beschränkter Haftung

Ich, **Magister Karl Daniel Grazer**, öffentlicher Notar, mit dem Amtssitz in 9020 Klagenfurt am Wörthersee, Wiener Gasse 10/2, beurkunde hiermit gemäß § 51 Absatz 1 des Gesetzes über Gesellschaften mit beschränkter Haftung, dass die geänderten Bestimmungen des Gesellschaftsvertrages mit den Beschlüssen vom 02.04.2019 (zweiten April zweitausendneunzehn) über die Änderung des Gesellschaftsvertrages und die unveränderten Bestimmungen mit dem zuletzt zum Firmenbuch eingereichten vollständigen Wortlaut des Gesellschaftsvertrages übereinstimmen.-----



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ÖFFENTLICHER NOTAR

**Mag. Karl Daniel Grazer
& Partner**

Dr. Herbert Müller | Mag. Christoph Wagner
Notar - Partner Notar - Partner

GESELLSCHAFTSVERTRAG

ÜBER DIE ERRICHTUNG

EINER

GESELLSCHAFT MIT BESCHRÄNKTER HAFTUNG

ERSTENS - FIRMA UND SITZ

- 1.1. Die Vertragsparteien errichten eine **Gesellschaft mit beschränkter Haftung** unter der **Firma**
Digital Fastlane DF GmbH

Für den Fall des Ausscheidens eines Gesellschafters aus welchem Grunde auch immer sowie für den Fall sonstiger Veränderungen erteilt jeder Gesellschafter für sich und seine Rechtsnachfolger schon jetzt die unwiderrufliche Zustimmung zur Fortführung der vorgenannten Firma. -----

- 1.2. *Der Sitz der Gesellschaft ist in der politischen Gemeinde Klagenfurt am Wörthersee.* -----

ZWEITENS - GEGENSTAND DES UNTERNEHMENS

- 2.1. Gegenstand des Unternehmens ist: -----
- a) Entwicklung, Einkauf und Verkauf von EDV-Programmen; -----
 - b) Einkauf und Verkauf von Beratungsleistungen jeglicher Art über E-Commerce; -----
 - c) Der Handel mit Waren aller Art; -----
 - d) Die Beteiligung und Geschäftsführung bei anderen Gesellschaften, ausgenommen Bankgeschäfte; -----
 - e) Die Zusammenarbeit mit ähnlichen Unternehmungen; -----
 - f) Die Errichtung von Betrieben und Zweigniederlassungen, sowie von Betriebsstätten im In- und Ausland; -----
 - g) Die Fortführung von Betrieben oder Teilbetrieben in Tochter-, Enkel- oder Schwes-tergesellschaften durch Ausgliederung der (des) Betriebe(s) im Ganzen oder in Teilen. ---
- 2.2. Die Gesellschaft ist zu allen Maßnahmen und Handlungen berechtigt, die zur Erreichung des Gesellschaftszweckes erforderlich und nützlich sind. -----



DRITTENS - STAMMKAPITAL UND STAMMEINLAGEN

- 3.1. Das Stammkapital der Gesellschaft beträgt € 100.000,-- (einhunderttausend Euro) und wird wie folgt übernommen und eingezahlt: -----
- 3.2. a) Herr Gabriele Visintini übernimmt eine Stammeinlage von € 90.000,-- (neunzigtausend Euro) und leistet darauf eine bare Einzahlung von € 90.000,-- (neunzigtausend Euro). --
- b) Herr Ivan Prez übernimmt eine Stammeinlage von € 5.000,-- (fünftausend Euro) und leistet darauf eine bare Einzahlung von € 5.000,-- (fünftausend Euro). -----
- c) Herr Marco Minin übernimmt eine Stammeinlage von € 5.000,-- (fünftausend Euro) und leistet darauf eine bare Einzahlung von € 5.000,-- (fünftausend Euro). -----

VIERTENS - DAUER DER GESELLSCHAFT UND GESCHÄFTSJAHR

- 4.1. Die Gesellschaft wird auf unbestimmte Dauer errichtet. Das erste Geschäftsjahr beginnt mit dem Tage der Eintragung der Gesellschaft in das Firmenbuch und endet am darauf folgenden 31.12 (einunddreißigsten Dezember). In der Folge stimmen die Geschäftsjahre mit den Kalenderjahren überein. Die Generalversammlung kann jedoch ein anderes Geschäftsjahr beschließen. -----
- 4.2. Im Innenverhältnis beginnt die Gesellschaft mit heutigem Tag. Die Gesellschaft wird daher nach ihrer Entstehung jene Rechtsgeschäfte als in ihrem Namen und auf ihre Rechnung geschlossen gelten lassen, welche in Vorbereitung auf die Erreichung des Gesellschaftszweckes erfolgt sind. -----
- 4.3. Jeder Gesellschafter hat das Recht, die Gesellschaft unter Einhaltung einer Frist von zwölf Monaten zum Ende eines jeden Geschäftsjahres zu kündigen. Die Kündigung hat mittels eingeschriebenen Briefes an alle übrigen Gesellschafter zu erfolgen. -----
- 4.4. Im Falle der Kündigung gilt die Gesellschaft nicht als aufgelöst, ausgenommen Punkt 9.7.b) kommt zur Anwendung. Die übrigen Gesellschafter sind jedoch berechtigt, den Geschäftsanteil des kündigenden Gesellschafters in sinngemäßer Anwendung der Bestimmungen der Punkte 9.4. und 9.5. dieses Vertrages zu übernehmen. -----

FÜNFTENS - GESCHÄFTSFÜHRER UND PROKURISTEN

- 5.1. Die Gesellschaft hat einen, zwei oder mehrere Geschäftsführer. Sind zwei oder mehrere Geschäftsführer bestellt, ist das Vertretungsrecht durch Beschluss der Gesellschafter zu regeln.
- 5.2. Die Bestellung von Einzel- und Gesamtprokuristen ist zulässig. -----
- 5.3. Den Geschäftsführern obliegt die Leitung des Unternehmens und die Entscheidung und Verfügung in allen gesellschaftlichen Angelegenheiten, die nach dem Gesetz, dem Gesellschaftsvertrag oder einem Gesellschafterbeschluss nicht der Generalversammlung vorbehalten sind.

Die Geschäftsführer sind an die Beschlüsse der Gesellschafter gebunden und der Gesellschaft gegenüber verpflichtet, alle Beschränkungen einzuhalten, die von den Gesellschaftern für den Umfang der Geschäftsführungs- und Vertretungsbefugnis festgesetzt sind. -----
Dritten gegenüber hat eine allfällige Beschränkung der Vertretungsbefugnis jedoch keine Wirkung. -----

SECHSTENS - ERGEBNISVERTEILUNG

- 6.1. Der Gewinn der Gesellschaft wird grundsätzlich nicht ausgeschüttet, sondern auf neue Rechnung vorgetragen beziehungsweise zur Auflösung von Verlustvorträgen verwendet. Eine andere Vorgangsweise unterliegt der Beschlussfassung der Gesellschafter. -----
- 6.2. Die Gesellschafter können nachträglich Gewinnausschüttungen auch für abgelaufene Geschäftsjahre beschließen. Mit einstimmigem Beschluss der Gesellschafter kann eine Ausschüttung auch abweichend vom Verhältnis der Stammeinlagen erfolgen. -----

SIEBENTENS - RECHNUNGSLEGUNG

- 7.1. Der (die) Geschäftsführer hat (haben) innerhalb der ersten 5 (fünf) Monate eines Geschäftsjahres für das vorangegangene Geschäftsjahr den um den Anhang erweiterten Jahresabschluss sowie, sofern erforderlich, einen Lagebericht aufzustellen und diese den Gesellschaftern unverzüglich zuzusenden und sodann den Gesellschaftern zur Beschlussfassung in einer fristgerecht einzuberufenden Generalversammlung vorzulegen. -----
Die Rechnungslegung hat grundsätzlich nach den Bestimmungen des Unternehmensgesetzbuches zu erfolgen. -----
- 7.2. Der Beschluss auf Prüfung und Feststellung des Jahresabschlusses ist in den ersten acht Monaten jedes Geschäftsjahres für das abgelaufene Geschäftsjahr zu fassen. Diese Frist ist nicht erstreckbar. -----

ACHTENS - GENERALVERSAMMLUNG

- 8.1. Die den Gesellschaftern nach dem Gesetz oder dem Gesellschaftsvertrag vorbehaltenen Beschlüsse werden in einer Generalversammlung oder im Wege einer schriftlichen Abstimmung gemäß Paragraph 34 des Gesetzes über Gesellschaften mit beschränkter Haftung (Umlaufbeschluss) gefasst. -----
- 8.2. Die Generalversammlung findet am Sitz der Gesellschaft oder an einem Ort in Österreich, welcher einem österreichischen Notar als Amtssitz dient, statt. Die Einberufung der Generalversammlung erfolgt durch einen Geschäftsführer, oder wenn ein solcher nicht vorhanden ist, oder der diesbezüglichen Aufforderung durch einen Gesellschafter nicht nachkommt, durch einen Gesellschafter und hat unter Bekanntgabe der Tagesordnung und des Inhaltes allenfalls beabsichtigter Gesellschaftsvertragsänderungen durch eingeschriebenen Brief an die zuletzt

bekannt gegebene Anschrift der Gesellschafter zu erfolgen, wobei zwischen dem Tag der Aufgabe zur Post und dem Tag der Generalversammlung ein Zeitraum von mindestens 14 (vierzehn) Kalendertage liegen muss. Einberufungsmängel werden durch die Anwesenheit oder rechtsgültige Vertretung aller Gesellschafter und deren Zustimmung zur Abhaltung der Generalversammlung geheilt. -----

- 8.3. Zur Beschlussfähigkeit der Generalversammlung ist die gültige Vertretung von mehr als drei Viertel des Stammkapitals erforderlich, soweit im Gesetz oder Gesellschaftsvertrag nicht ein höheres Anwesenheitsquorum ausdrücklich bestimmt ist. Ist eine Generalversammlung beschlussunfähig, kann unter Hinweis darauf eine weitere Generalversammlung unter Beachtung der Einberufungsvorschriften mit gleicher Tagesordnung einberufen werden, welche dann ohne Rücksicht auf die Höhe des vertretenen Stammkapitals beschlussfähig ist, wobei darauf in der Einladung ausdrücklich hinzuweisen ist. -----
- 8.4. Sofern sich die Gesellschafter in der Generalversammlung nicht auf einen Vorsitzenden einigen, ist dieser mit einfacher Stimmenmehrheit zu wählen. Kommt kein Beschluss zustande, führt der an Jahren älteste anwesende Gesellschafter den Vorsitz. -----
- 8.5. Das Stimmrecht richtet sich nach der Höhe der übernommenen Stammeinlagen. Hiebei gewähren je € 10,-- (zehn Euro) eine Stimme. Bruchteile werden nicht gezählt, jedoch kommt jedem Gesellschafter mindestens eine Stimme zu. -----
- 8.6. Die Beschlüsse werden, soweit Gesetz oder Gesellschaftsvertrag nichts anderes bestimmen, mit einfacher Mehrheit der abgegebenen Stimmen gefasst. -----
- 8.7. Folgende Beschlüsse bedürfen einer Mehrheit von mehr als 3/4 (drei Viertel) der abgegebenen Stimmen: -----
- a) Änderung des Gesellschaftsvertrages, einschließlich des Unternehmensgegenstandes, -
 - b) Auflösung von Rücklagen, -----
 - c) Gewinn- oder Verlustverteilung, -----
 - d) Veräußerung des Gesellschaftsvermögens als Ganzes, -----
 - e) Auflösung der Gesellschaft. -----
- 8.8. Jedem Gesellschafter ist ohne Verzug nach Abhaltung der Generalversammlung oder nach erfolgter Beschlussfassung im schriftlichen Umlaufweg eine Kopie der gefassten Beschlüsse mittels eingeschriebenen Briefes zuzusenden. -----

NEUNTENS – GESCHÄFTSANTEILE UND AUFGRIFFSRECHTE

- 9.1. Die Geschäftsanteile sind teilbar, übertragbar und frei vererbbar. -----
- 9.2. Die Abtretung von Geschäftsanteilen oder von Teilen derselben an Personen, die der Gesellschaft nicht schon als Gesellschafter angehören, oder die nicht Ehegatten oder leibliche

Nachkommen von Gesellschaftern sind, oder die minderjährig oder besachwaltet sind, bedarf der Zustimmung der Generalversammlung. -----

9.3. Erteilen die Gesellschafter die Zustimmung zur Abtretung nicht und will der Gesellschafter seinen Geschäftsanteil dennoch abtreten und wird das auch gerichtlich genehmigt, steht den übrigen Gesellschaftern ein Aufgriffsrecht im Verhältnis ihrer übernommenen Stammeinlagen zueinander, sofern keine andere Aufteilung vereinbart wird, zu. -----
Den übrigen Gesellschaftern steht weiters dann ein Aufgriffsrecht im Verhältnis ihrer übernommenen Stammeinlagen zueinander, sofern keine andere Aufteilung vereinbart wird, zu, wenn -----

- a) die Zwangsvollstreckung auf den Geschäftsanteil eines Gesellschafters betrieben wird,
- b) über das Vermögen eines Gesellschafters das Konkursverfahren eröffnet oder ein diesbezüglicher Antrag mangels Deckung der Kosten abgewiesen wird oder ein Gesellschafter seine Zahlungsunfähigkeit öffentlich erklärt oder seine Zahlungen tatsächlich einstellt, -----
- c) der Gesellschafter die Kündigung der Gesellschaft laut Punkt 4.3. bekannt gibt, -----
- d) der Gesellschafter einen den Ausschluss aus der Gesellschaft rechtfertigenden wichtigen Grund im Sinne des Paragraphen 133 Absatz 2 des Unternehmensgesetzbuches setzt. -----

9.4. Jeder Gesellschafter ist daher verpflichtet, im Falle des Vorliegens eines Aufgriffsgrundes laut Punkt 9.3. dieses Vertrages seinen Geschäftsanteil den übrigen Gesellschaftern unter Bekanntgabe der Vertragsbedingungen und insbesondere des Abtretungspreises unverzüglich längstens jedoch binnen zwei Wochen ab Eintritt des das Aufgriffsrecht auslösenden Ereignisses mittels notariellem Abtretungsanbot zum Erwerb anzubieten. Den übrigen Gesellschaftern steht für die Annahme des Angebotes eine Frist von 30 (dreißig) Tagen zu. Macht ein Gesellschafter von diesem Aufgriffsrecht keinen Gebrauch, dann sind die übrigen aufgriffswilligen Gesellschafter innerhalb einer weiteren Frist von fünfzehn Tagen zur Übernahme dieses Anteiles im Verhältnis ihrer übernommenen Stammeinlagen zueinander oder in einem anderen vereinbarten Verhältnis berechtigt. -----

9.5. Für den Fall der Ausübung des Aufgriffsrechtes ist für die Ermittlung des Abtretungspreises die zuletzt ordnungsgemäß festgestellte Handelsbilanz zugrunde zu legen, welche auch dann maßgeblich ist, wenn diese Bilanz nachträglich geändert wurde. -----

Der Abtretungspreis ist, sofern nicht einvernehmlich etwas Anderes angewendet wird, an den abtretenden Gesellschafter in Höhe des anteiligen Buchwertes der vorgenannten Handelsbilanz auszubezahlen. Als „Buchwert“ gilt das Stammkapital, abzüglich der nicht eingeforderten, ausstehenden Einlage, zuzüglich der Gewinnrücklagen und Kapitalrücklagen, zuzüglich

drei Viertel der un versteuerten Rücklagen, zuzüglich des nicht bereits ausgeschütteten Bilanzgewinnes, jedoch abzüglich des Bilanzverlustes. -----

Der Firmenwert und andere stille Reserven sind bei der Ermittlung des Abtretungs- und Übernahmepreises nicht zu berücksichtigen. -----

Die Auszahlung des Abtretungspreises hat binnen einem Jahr nach Unterfertigung des jeweiligen Abtretungsvertrages zu erfolgen, und zwar wertgesichert auf der Basis des Verbraucherpreisindex 2010 der Bundesanstalt Statistik Austria beziehungsweise des amtlichen Nachfolgeindex, wobei maßgebend sind die am Stichtag der Wertfeststellung und die am Zahlungstag jeweils zuletzt verlautbarten Indexziffern. -----

9.6. Erben oder sonstige Rechtsnachfolger von Todes wegen eines Gesellschafters, die der Gesellschaft nicht schon als Gesellschafter angehören, oder die nicht dessen Ehegatte oder Nachkommen sind, sind verpflichtet, über Verlangen auch nur eines der übrigen Gesellschafter innerhalb der ersten drei Monate nach Rechtskraft des Einantwortungsbeschlusses, ihre ererbten Geschäftsanteile unverzüglich in sinngemäßer Anwendung der Punkte 9.4. und 9.5. dieses Vertrages an die übrigen Gesellschafter zur Übernahme anzubieten. -----

9.7. Sollte von den übrigen Gesellschaftern nicht innerhalb der in Punkt 9.4. genannten Fristen der gesamte zur Übernahme stehende Geschäftsanteil, in welchem Verhältnis auch immer, aufgegriffen und übernommen werden, hat dies nachstehende Folgen: -----

- a) Im Falle der Abtretung, dass der abtretungswillige Gesellschafter seinen gesamten Geschäftsanteil innerhalb eines Jahres nach Ablauf der Frist zur Ausübung des Aufgriffsrechtes zur Gänze oder teilweise, jedoch nicht zu günstigeren Bedingungen für den Erwerber, frei veräußern kann. -----
- b) Im Falle der Kündigung, die Auflösung der Gesellschaft: -----
- c) Im Falle des Ausschlusses eines Gesellschafters, die Auflösung der Gesellschaft. -----
- d) Im Falle der Zwangsvollstreckung auf den Geschäftsanteil eines Gesellschafters, dass dieses Verfahren fortgeführt wird. -----
- e) Im Insolvenzfall eines Gesellschafters, dass das entsprechende Verfahren fortgeführt wird. -----

ZEHNTENS - GRÜNDUNGSKOSTEN

10.1. Die mit der Errichtung und Registrierung der Gesellschaft verbundenen Kosten und Abgaben werden bis zu einem Höchstbetrag von € 15.000,-- (fünfzehntausend Euro) von der Gesellschaft getragen. -----

- 10.2. Die Gründungskosten sind in der Höhe der tatsächlich aufgewendeten Beträge als Ausgabe in die erste Jahresrechnung einzustellen. -----

ELFTENS – RECHTSANWENDUNG UND SONSTIGES

- 11.1. Soweit durch diesen Gesellschaftsvertrag in seiner jeweils gültigen Fassung nichts anderes bestimmt ist, gelten für die Gesellschaft die Vorschriften des Gesetzes über die Gesellschaften mit beschränkter Haftung. -----
- 11.2. Bekanntmachungen der Gesellschaft an die jeweiligen Gesellschafter erfolgen mittels eingeschriebener Briefe an die zuletzt der Gesellschaft bekannt gegebenen Anschriften. -----
- 11.3. Sollten einzelne Bestimmungen dieses Gesellschaftsvertrages nicht rechtswirksam sein oder ungültig werden, so wird dadurch die Gültigkeit der übrigen Vereinbarung nicht berührt. -----
Die Gesellschafter verpflichten sich, an Stelle der nicht rechtswirksamen Bestimmung unverzüglich solche zu beschließen, die dem Zweck der unwirksamen Bestimmung am nächsten kommt. -----
- 11.4. Die Gesellschafter nehmen weiters die Bestimmungen des Paragraphen 35 des Gesetzes über Gesellschaften mit beschränkter Haftung zur Kenntnis. Die Genehmigungspflicht der im Paragraphen 35 Absatz 1 Ziffer 7 des Gesetzes über Gesellschaften mit beschränkter Haftung genannten Geschäfte durch Gesellschafterbeschluss wird nach Ablauf der gesetzlich bestimmten Frist ausgeschlossen. -----
- 11.5. Die Gesellschafter sind in Kenntnis des Bundesgesetzes über den Ausschluss von Minderheitsgesellschaftern. -----
- 11.6. Auf die Konkursantragspflicht des Gesellschafters, der mit einem Anteil von mehr als der Hälfte am Stammkapital beteiligt ist, im Fall des Fehlens eines organschaftlichen Vertreters (§ 69 Absatz 3a Insolvenzordnung) sowie auf die Verpflichtung zur Zahlung eines Kostenvorschusses des Gesellschafters, dessen Anteil an der Gesellschaft mehr als fünfzig Prozent beträgt (§ 72d Insolvenzordnung), wurden die Vertragsparteien vom Urkundenverfasser hingewiesen. -----

ZWÖLFTENS - VOLLMACHT

- 12.1. Herr Herbert Tiefling, geboren am 23.01.1954 (dreiundzwanzigsten Jänner neunzehnhundertvierundfünfzig), 9020 Klagenfurt am Wörthersee, Dr.-Franz-Palla-Gasse 21, wird von den Gesellschaftern ermächtigt, in ihrem Namen die für die Registrierung der Gesellschaft allenfalls erforderlichen Änderungen dieses Vertrages vorzunehmen. -----

DREIZEHNTENS - ELEKTRONISCHER RECHTSVERKEHR/

URKUNDENARCHIV

- 13.1. Die Vertragsparteien erteilen ihre ausdrückliche Zustimmung zur Ermittlung, Verarbeitung, Verwendung und Überlassung sämtlicher personenbezogenen und sonstigen, mit diesem Vertrag zusammenhängenden Daten in elektronischer Form, insbesondere auch zum Zweck deren Übermittlung an Gerichte und/oder Behörden im Wege des elektronischen Rechts-, Urkunden- und Verwaltungsverkehrs. -----
- 13.2. Die Vertragsparteien stellen unter einem den Antrag im Sinne des Paragraphen 140e (1) Notariatsordnung um Speicherung sämtlicher mit der Durchführung dieses Vertrages zusammenhängenden Privaturkunden im Urkundenarchiv des österreichischen Notariates. ---

Ich beurkunde dieses durch meine Amtsfertigung als öffentlicher Notar und das Amtssiegel. -----
Klagenfurt am Wörthersee, am 02.04.2019 (zweiten April zweitausendneunzehn). -----



[Signature]
Mag. Karl Daniel GRAZER
öffentlicher Notar



Schedule 5 – Business Plan of the Issuer

Attached behind this cover page.



Value your passion

Business Plan

Digital Fastlane DF GmbH / Cam.TV

February 2021

Important information

Important information for the reader of this document.

The information contained herein is: (i) provided by the principal founders of the business and (ii) publicly available from directories, publications and websites, as mentioned in the body and the footnotes where possible or appropriate. In some cases, non-publicly available information was used, including independent research, studies or paid services from individuals and organizations. While the information set forth herein is deemed by the Company to be accurate, the Company shall not be held liable for the accuracy of or any omissions from this Business Plan or for any other written or oral communication transmitted to the Recipient and any other party in the course of its evaluation of transactions involving the Company.

The information contained in the plan will require careful scrutiny, verification and due diligence efforts from the Recipients of the plan. Any person or entity seeking to make an investment in the business should not rely on the information set forth in the plan as complete. In addition, the analyses contained herein do not claim to be appraisals of the assets, or the valuation of any entity. The business makes no guarantees regarding any benefits received from investment, nor the legal, tax or accounting effects of any transaction; and this Plan does not constitute an offer to sell, or a solicitation of an offer to buy securities. In furnishing the Business Plan, the Company undertakes no obligation to provide Recipients of the Business Plan with access to any additional information or to update this Business Plan

or to correct any inaccuracies that may be contained herein.

There exists substantial information with respect to the business and its future prospects, and there are a substantial number of risks associated with an investment in the business, which are not set forth in the plan.

Furthermore, the potential fulfillment of 'forward looking statements' contained in the plan are subject to change due to unexpected events, market shifts, or circumstances that cannot be known at this time. Forward looking statements are based on expectations, estimates and projections at the time the statements were made that involve a number of economic, business, and numerous risks and uncertainties which could cause actual results or events to differ materially from those presently anticipated. Forward looking statements in the plan may be identified through the use of words such as, but not exclusively to: "expects," "will," "anticipates," "estimates," "believes," or statements indicating certain actions "may," "could," or "might" occur. Such estimates and projections are subject to significant uncertainties beyond the control of the Company. Although such projections are believed to be realistic, no representations are made as to their ultimate attainability.

Overview - Table of content



Table of content

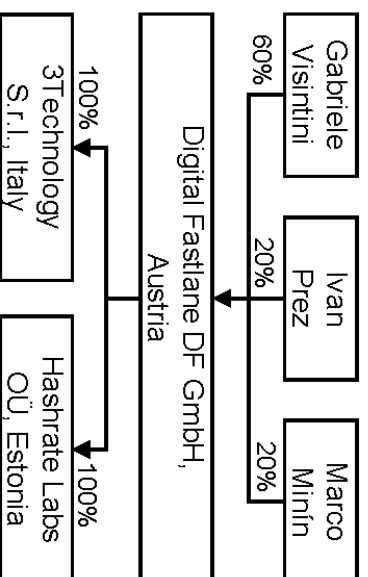
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Value your passion

General Information

Company structure as of 31 December 2020



General information

Digital Fastlane DF GmbH (DFL) is registered as a limited liability company in Austria and is the holding company of two other companies. DFL operates the Cam.TV platform.

3Technology S.r.l. (3Technology) is a registered limited liability company in Italy. 3Technology is responsible for the continuous improvement and new developments of features of Cam.TV and employs software developers.

Hashrate Labs OÜ (Hashrate Labs) is a registered limited liability company in Estonia. The function of the company is to provide wallet services and virtual currency services to the users of the Cam.TV platform.

Presentation of financial data in this business plan

All financial information presented in this business plan is presented on a consolidated basis. However, there is no legal obligation by DFL to either prepare consolidated financial statements or have them audited as the overall size criteria of the group are not yet fulfilled.

3Technology and Hashrate Labs basically provide internal services for DFL. Main operations, including staff of the group, is based in Italy; transactions with third parties by 3Technology and Hashrate Labs are very limited and therefore are not considered to be material for the purpose of this business plan.

Business model and planned financing activities

Business model - overview

Cam.TV is an online media platform or social media platform that enables its users to monetize content. It therefore can be classified as an online market place: users are able to share content with other users, and, compared to other social media platforms, benefit from the exchange of their content on the platform by receiving rewards or payments.

Cam.TV aims to target a wide range of users, including shops and small/medium-sized companies, social network users, youtubers, gamers and bloggers, trainers and consultants as well as crypto investors, or institutional investors. Beside that, any other person or company that aims to operate a digital platform to offer content is considered to be a potential customer of Cam.TV.

Payments on the Cam.TV platform for the use of content are either conducted in Euro or in virtual currency, including LKSCoin. LKSCoin is a virtual currency that was developed for the use on social media networks, initially designed for the Cam.TV platform. The handling of LKSCoin on the Cam.TV platform is managed by Hashrate Labs. Beside LKSCoin, other virtual currencies such as Bitcoin, Ethereum and also ERC20 tokens may be supported by the Cam.TV platform in the future.

Note that there are no gains or losses and also no income or expenses for exchange activities related to fiat and virtual currencies considered in this business plan.

Past and planned financing activities

DFL has successfully completed a crowdfunding campaign in 2017/18. Details about the conditions of the crowdfunding campaign are summarized on the next page. The funds generated through this crowdfunding campaign were used to further develop the Cam.TV platform in 2018, 2019 and 2020 as well as to set up all necessary organizational structures to enter into the second part of the financing activities: the issuance of the Cam.TV security token in the course of a Security Token Offering (STO). In the course of this STO, it is expected that all crowdfunding participants will transfer their rights into the STO program and therefore become Cam.TV token holders.

Cam.TV security tokens will be subject to European capital markets law. In the course of the STO, to approach investors, DFL will publish a capital market prospectus, subject to approval by the Austrian Financial Market Authority (FMA). CAM token holders will hold rights to participate in the performance of DFL.

Key compensation element for the holders of Cam.TV security tokens are revenue shares that shall be distributed to the security token holders.

Profit-participation model - crowdfunding campaign

Crowdfunding campaign in 2017/18

In 2017/18 DFL successfully collected over € 2.9 million via a crowdfunding campaign in Italy. People who have participated in this campaign are called Founders. Over 1,600 Founders participated. The following donation amounts with corresponding status were offered:

Status	Donation amount
Starter	EUR 100
Junior	EUR 300
Senior	EUR 900
Executive	EUR 2,500
President	EUR 7,500

Depending on the status, the Founder was credited different types of benefits regarding the utilisation of Cam.TV. These benefits include a lifetime subscription with certain amounts of bandwidth and online storage, reduced commission fees withheld by Cam.TV for services and shared content, commission of revenues for directly and indirectly affiliated partners and a certain number of channels. Furthermore, as from the status 'Senior' and above, a specific percentage of revenues received by Cam.TV is shared with Founders.

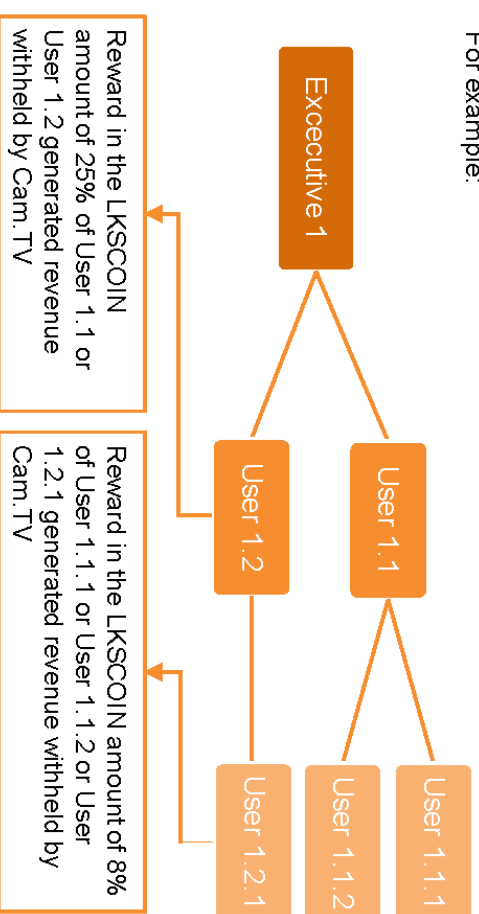
For example as an 'Executive', the following benefits were included:

- Lifetime subscription with
 - a) unlimited bandwidth and 50 GB online storage
 - b) Earnings from offered multimedia content: 90%
(after deduction of a 10% commission fee withheld by Cam.TV)
- Commission for revenues from directly affiliated partners: 25%
- Commission for revenues from indirectly affiliated partners: 8%
- Number of channels: 20
- Royalties: 4% of total revenue from Cam.TV.

Directly/indirectly affiliated partners

Directly affiliated partners are users which register on Cam.TV using the referral link of another user. Indirectly affiliated partners are users who register on Cam.TV using the affiliate link of a directly affiliated partner.

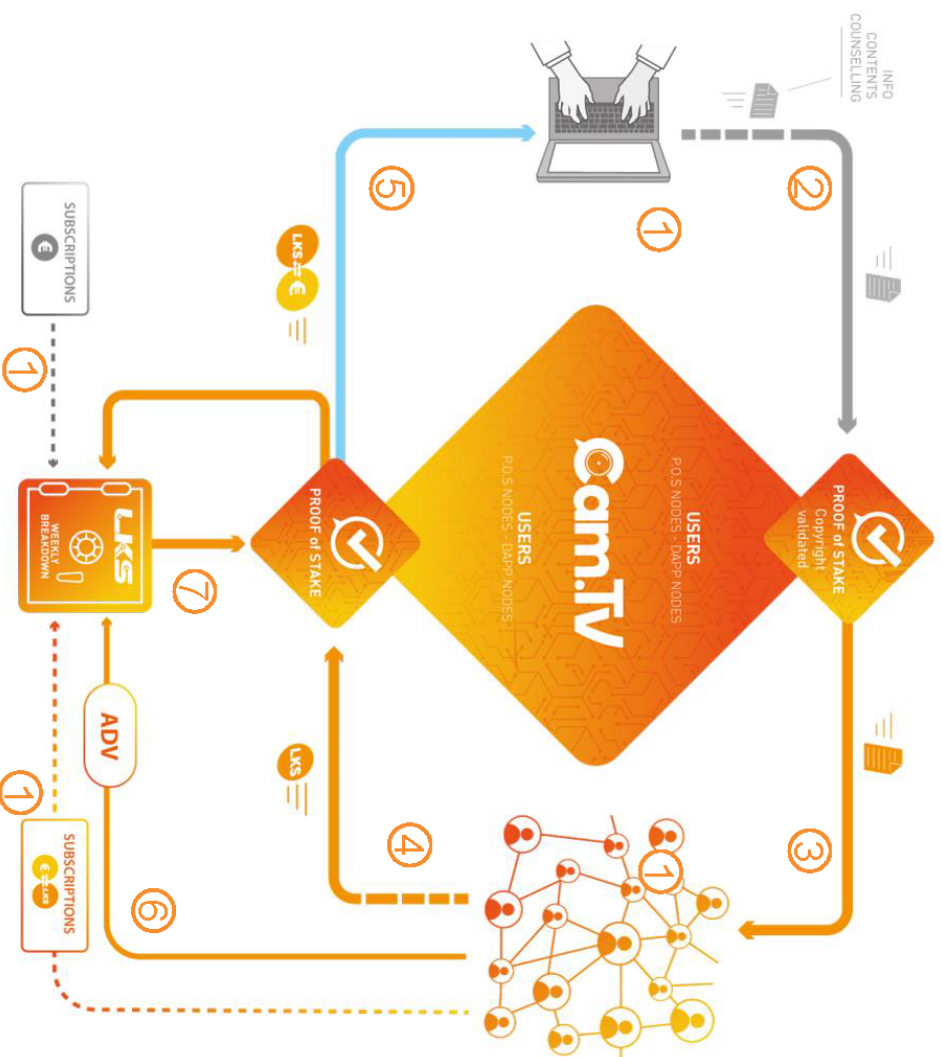
For example:



Accounting treatment of crowdfunding liability

As highlighted in the adjacent description, participants in the crowdfunding campaign were rewarded with respective benefits. Among others, crowdfunding investors can exchange their benefits for security tokens offered in the STO by use of a "royalty voucher". As a result, the currently recorded liability from crowdfunding refers to a non-financial liability which means that no future cash-out is related to the liability. The liability will either be transferred in an equity-like security token liability in the course of the STO or, in case that crowdfunding investors do not use their royalty voucher, it will be released to the income statement in exchange for other benefits granted. Due to the favourable conditions of the royalty vouchers, this business plan anticipates that all Founders will use their royalty vouchers.

Business model: How the Cam.TV platform operates



Business Model – Within the platform

- ① Depending on the subscription type, users pay initially a lifetime or a time-limited subscription fee in Euro.
- ② Users publish own content on the Cam.TV platform, e.g., products, images, videos, texts or other information in any digital form, or they perform virtual advisory services by use of Cam.TV applications, e.g., video calls. Content is validated through a series of nodes*, recorded and offered to users of Cam.TV.
- ③ Cam.TV users can make use of any content published on the platform, for free or against payment, depending on the offer made by the user who created the content.
- ④ The users who want to get access to content offered against payment pay either in Euro or virtual currency such as LKSCOIN. A commission fee** is withheld and the whole transaction is validated through nodes*.
- ⑤ The user who initially offered content on the platform receives a payment after deduction of the commission fee.
- ⑥ To promote their channels and their business, users of Cam.TV can buy advertising sections (ADV).
- ⑦ Reinvestment and further processing of received funds by Cam.TV in the volume that is not transferred via a revenue share to Founders and security token holders (refer to p. 18 for more details regarding revenues split).

* This includes the validation of copyrights (blockchain technology)

** The percentage of the commission fee depends on the subscription type and on the type of the shared content

Security token offering: key terms and conditions

Overview of STO terms and conditions

Quantity of Tokens: 35,000,000, thereof 18,000,000 reserved for distribution to Founders and up to 2,000,000 reserved for bonuses to team members.

Nominal value: EUR 1.25 per Token

Status: all investments represent qualified subordinated liabilities

Compensation: Each token grants a revenue participation right of 0.000001 % of all net revenues earned by DFL. Net revenue means results from the amounts derived from sales of products and rendering of services on or by the Cam.TV platform and received by DFL, net of sales reduction and value added tax and other taxes directly related to turnover. Revenue participation start as of 1 January 2022.

Payment: monthly

Term: indefinite, no maturity

Timeline: Subscription will start on 2 June 2021 and shall be completed by 31 December 2021.

A decreasing discount model for early investors is implemented (refer to the adjacent table).

Discounts on issue price	
June	10,0%
July	5,0%
August	3,0%
September	1,5%
November	0,5%
December	none

Certain investors referred to as "Founders" in this business plan have invested in the company already. In the course of their investment, the Founders received a "royalty voucher" which entitles them to exchange their vouchers into security tokens in the STO. The conditions of the security tokens provided to Founders are equal to those offered to investors in the STO with the exception that Founders do make an (additional) payment.

Impact of the anticipated STO on the business plan

15,000,000 security tokens equal a total investment value of EUR 18,750,000 which is considered in the amount of EUR 17.91 million as cash-in in the period June to December 2021 (total STO nominal value minus discount for early investors).

Based on the terms & conditions, the liabilities resulting from the investment via security tokens will qualify as a liability (in contrast to equity). However, as the related liabilities are non-repayable, the related liability is considered as economic equity in this business plan. The liability will subsequently be released to income in relation to the revenue share generated for the security token holders. This also applies to the liabilities resulting from the crowdfunding campaign in 2018 and 2021 (approx. EUR 2,90 million) which will be transferred into security token rights by the investors in the course of the STO.



Value your passion

Business Plan

Financial planning: Income statement

Income statement	ACT	BUD	BUD	BUD	BUD	BUD
Financial year	2020	2021	2022	2023	2024	2025
In '000 EUR						
Revenues	1,086	1,885	9,936	31,233	60,992	94,022
Direct Selling Costs	(1,535)	(633)	(4,203)	(12,508)	(23,952)	(35,189)
Personnel expenses	(940)	(1,054)	(2,485)	(3,501)	(5,232)	(6,511)
Other operating expenses	(304)	(2,005)	(1,483)	(2,834)	(4,673)	(6,214)
Other operating income	1,548	-	-	-	-	-
EBITDA before revenue share	(145)	(1,808)	1,765	12,390	27,135	46,109
Revenue Share Token Holders	-	-	(2,023)	(6,256)	(11,894)	(17,994)
EBITDA after revenue share	(145)	(1,808)	(258)	6,134	15,241	28,115
Depreciation and amortisation	(1)	(53)	(118)	(192)	(266)	(340)
EBIT	(146)	(1,861)	(375)	5,943	14,975	27,776
Financial result	1	(10)	(36)	(89)	(159)	(213)
Profit before taxes	(145)	(1,871)	(411)	5,854	14,816	27,563
Income taxes	(0)	-	-	(366)	(3,525)	(6,891)
Net loss or profit of the period	(145)	(1,871)	(411)	5,488	11,291	20,672

The business plan reflects the economic use of the Cam.TV platform. In the planning period 2021 to 2025, the company reports a steady growth in sales as well as profit.

Sales development is highly dependent on total users visiting and using the Cam.TV platform and respective sales initiatives and markets targeted by the company. The more users visit the platform, the more customers will use features that result in revenue for DFL. A fast growth of users visiting and using the platform therefore is crucial for the development of overall sales and will be supported by the company via referral and bonus programs which reward each existing user for promoting Cam.TV to others. Furthermore, the volume of sales activities and the number of countries/markets in which the company actively promotes the platform will increase the number of users visiting the platform for their knowledge sharing activities.

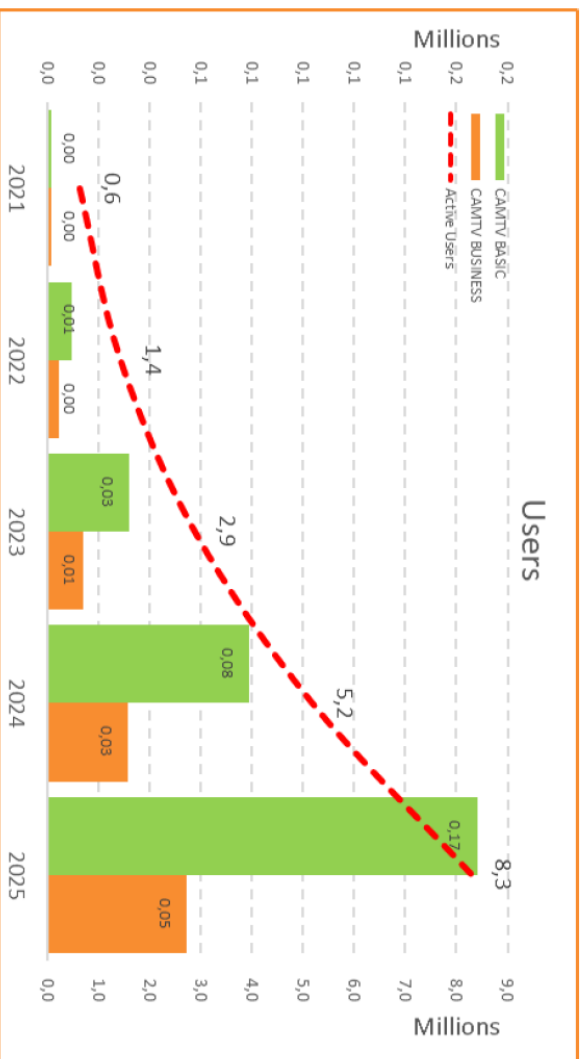
The financial year 2020 has focused on the continuous further improvement of the platform, setting-up of business processes, starting sales activities on the market and the preparation of the STO.

Related losses of earlier periods were financed by the completed crowdfunding campaign and an external bank loan as well as shareholder loans.

The planning period 2021 focuses on the STO, which shall be completed by the end of 2021, as well as on sales of all products of the Cam.TV platform, and to establish a respective internal and external (sales agents) sales force for Cam.TV products. Respective sales and operating processes will be established. The development team will focus on further improvement of the platform and on adding further features to Cam.TV in order to support sales activities.

Though still in a growing phase, respective operating and financing costs are expected to be already covered by income through revenues. This also includes first revenue share payments to security token holders which are reported in the operating result. Details to each income statement position are provided on the following pages.

Overview: Development of users



Sales KPIs		BUD	BUD	BUD	BUD	BUD
CAMTV BASIC: conversion rate		0.2%	0.7%	1.1%	1.5%	2.0%
CAMTV BUSINESS: conversion rate		0.2%	0.3%	0.5%	0.6%	0.7%

The Cam.TV platform will be used to generate different types of revenue streams. A more detailed plan of each revenue stream is presented on the following pages.

In general, the company plans to perform sales activities either through own sales activities or by the use of agents. The agents model is operated due to various reasons:

- to keep employed sales staff at the necessary minimum and therefore to reduce risks in regards to fixed costs and inefficiencies in the sales process;
- to ensure that the challenging growth rates anticipated in this business plan can be achieved; and
- to ensure that experts in the area of digital sales and knowledge sharing are actively promoting Cam.TV in their portfolio.

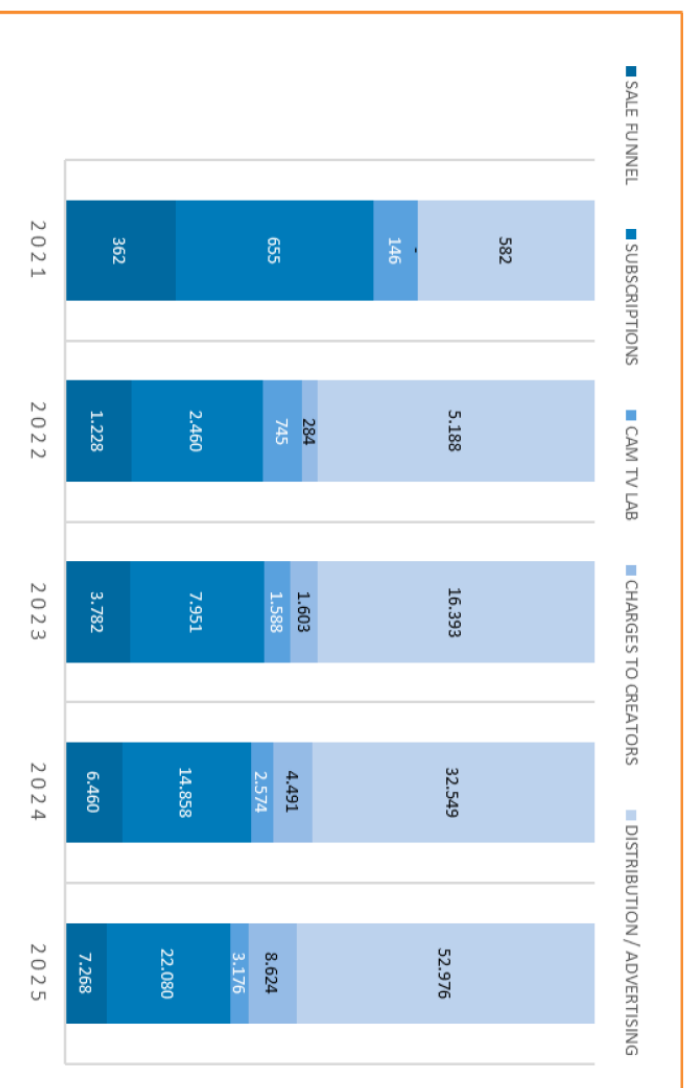
As already highlighted, sales development is basically driven by two key factors:

- the number of active users that use the CAM.TV platform;
- the volume of sales activities and number of markets/countries in which sales activities are actively conducted.

The adjacent graph reports the development of estimated total active users of the Cam.TV platform and related conversion rate of these active users into paid subscriptions. The development of users is derived from the current development of users on the platform and an estimation by management how the overall number will develop in the future.

The table below the graph reports that the assumed conversion rate to calculate active subscriptions is kept at a very low level.

Overview: Development of sales



Development of sales

The business plan reports a challenging growth of the business activities from 2021 to 2025.

The year 2020 needs to be regarded as a start-up phase of the platform where necessary operational and administrative processes were set up in order to scale the business model of Cam.TV platform in the subsequent periods.

2021 aims to complete the financing activities via the STO.

The adjacent graph reports the development of composition of sales in the planning periods. The graph shows that dominating products in the beginning of the business plan, such as sales resulting from the sales funnel (i.e., stand-alone sales outside a subscription), subscriptions and the Cam.TV Lab will be completed by other products such as advertising revenue and charges to the Cam.TV users in the further development of the platform.

The business rational behind the development results from the simple approach that the increasing publicity of the platform can be used to generate additional revenue streams.

Markets

The business plan includes a geographic step-by-step plan to further develop sales. Sales activities in 2021 will focus on the Italian market. Beginning with Q3/2022, other countries of the European Union will be actively approached with sales activities. Starting in Q2/2023, also countries outside the European Union will be targeted.

Details regarding sales streams

Sales	BUD	BUD	BUD	BUD	BUD
Financial year	2021	2022	2023	2024	2025
in '000 EUR					
SALE FUNNEL	362	1.228	3.782	6.460	7.268
SUBSCRIPTIONS	655	2.460	7.951	14.858	22.080
CAM.TV LAB	146	745	1.588	2.574	3.176
CHARGES TO CREATORS	-	284	1.603	4.491	8.624
DISTRIBUTION / ADVERTISING	582	5.188	16.393	32.549	52.976
Total Sales	1.745	9.906	31.318	60.932	94.124

Sales funnel

The sales funnel is a marketing technique the Issuer is developing to approach and attract new customers. The sales funnel will consist of selling Cam.TV-branded products and services to potential new customers for little to no profit (i.e., "at cost"). The Issuer expects that if a person has already made an initial purchase, they are more likely to make a more substantial purchase in the future, such as a subscription for the Cam.TV Platform.

In the initial sales strategy, DFL plans to sell a book of the initial founder of Cam.TV to potential customers. DFL is considering other products that could be sold in the sales funnel.

Subscriptions

Subscription sales represent one of the key revenue streams of DFL. The number of subscribing users directly relates to the number of total users of the platform. Development of total users was derived from the number of current users of the platform and was extrapolated for the financial period 2021 to 2025. The management of the company also projects a total number of subscription users for these financial periods (refer to previous table and detailed information in this respect).

Different subscription models exist. The starting subscription model is named Cam.TV BASIC.

Cam.TV BASIC costs € 78 per year (payment term 30 days). Cam.TV BUSINESS represents a respective subscription with more features and can be purchased as an advanced and a professional model. Respective product prices are € 480 and € 1.470 per year. Note that no price increases are considered in the planning period 2021 to 2025. As a result, potential price increases represent an additional potential upside that is not reflected in the business plan.

Sales will be performed by the internal sales force as well as by external sales agents.

Charges to users of the Cam.TV platform

The platform aims to be the intermediary between users which act as either "providers" or "customers" of content. Users creating content are also called "Creators" or "Camers". Any payment for the use of content is made by 3Technology as the intermediary in the name of the platform. Main parts of the revenue are paid by 3Technology to the Creator (refer to costs recorded in direct sales costs as 'Chargings to Creators', p. 16) but a net effect of 10 % of those revenues will remain with the company.

Advertising

Like other online platforms, advertising services will be offered via the Cam.TV platform. The business plan anticipates that as soon as the total number of 1 million users is recorded on the platform, advertising revenues will be possible. According to the estimates prepared, this benchmark will be achieved mid 2022 for the first time.

Other revenue streams

Other revenue streams in particular refer to the operation of so-called Cam.TV Labs. Overall, such products are parts of a competitive service offer to the customers and users of the Cam.TV platform. However, the effect on the overall business plan is not material.

Details regarding revenue recognition

Revenues	BUD	BUD	BUD	BUD	BUD
Financial year	2021	2022	2023	2024	2025
in '000 EUR					
SALE FUNNEL	362	1.228	3.782	6.460	7.268
SUBSCRIPTIONS	796	2.491	7.866	14.918	21.979
CAM TV LAB	146	745	1.588	2.574	3.176
CHARGES TO CAMERS	-	284	1.603	4.491	8.624
DISTRIBUTION / ADVERTISING	582	5.188	16.393	32.549	52.976
Total Revenues	1.885	9.936	31.233	60.992	94.022
Deferred income					
Financial year	2021	2022	2023	2024	2025
in '000 EUR					
Deferred income	131	101	185	125	227

Subscriptions – Revenue recognition

Subscriptions allow customers to use the Cam.TV platform over a defined period of time. The period of time usually covers 12 months. As a result, revenue recognition is not performed at the point of time when the product is sold but over the duration of the subscription product which may fall into more than one financial year. Sales that are not recorded immediately are deferred to later periods and are recorded as deferred income

Other products

Revenues of all other sale streams are recognised at the point of time when the products are sold. No deferral of income is required.

Direct selling costs

Direct Selling Costs	BUD	BUD	BUD	BUD	BUD
Financial year	2021	2022	2023	2024	2025
in '000 EUR					
Materials (related to sale funnel)	327	1.112	3.424	5.848	6.579
Commissions and referral bonuses	320	1.943	6.044	11.579	17.815
Change in deferred expenses (commission:	(31)	26	118	86	75
Cam.TV Lab	17	867	1.479	2.397	2.958
Chargings to Creators (Camers)	-	256	1.443	4.042	7.762
Total Direct Selling Costs	633	4.203	12.508	23.952	35.189

Direct selling costs consist of the following positions:

Materials

Materials refer to material costs resulting from product sales (such as books or other products used in the sales funnel) used to generate initial revenues on the Cam.TV platform. They were calculated based on the expected sales estimated in the sale funnel.

Commission and referral bonus

In order to reward users of Cam.TV for their activities to promote the platform, a referral bonus system will be implemented. Depending on the product promoted, the referring user will receive an average 25 % commission for revenue generated with the referred user. A more detailed and structured commission table is used for revenues resulting from the sale funnel. The commission will be calculated on the total sales (before deduction of any revenue share for the token holders). This also means that the basis for the calculation of the revenue share for the token holders is calculated on total sales minus commission and referral expenses.

Details in regards to the distribution to Founders as well as to security token holders are highlighted in the commission table presented on the following page. The remainder of the revenue will be the part of the revenue that represents net income of the company.

Change in deferred expenses (commissions)

Commission expenses related to subscriptions are deferred over the same period of time like the related revenue (in general, 12 months).

Cam.TV Lab

Cam.TV Labs represent rented spaces in cities that can be used for interviews or similar activities. They represent offline points of sales and shops. The reported costs represent the costs to operate the Cam.TV Lab. Costs relate directly to the number of labs and lab sessions operated and consist of related personnel costs, rental costs and other costs estimated for the Cam.TV Labs.

Charging to Creators (Camers)

For any purchase of content over the Cam.TV platform, the company retains an average fee of 10 % of the charged revenue. The position refers to the difference between the price, DFL pays for the content of a Creator and the price, it charges to the user paying for the content.

Business Plan

Commission table

COMMISSION TABLE				2021			2022			2023			2024			2025		
		Sales	average commissions	Net (100 % FOR TOKEN)	FOUNDERS	STO	DFL	FOUNDERS	STO	DFL	FOUNDERS	STO	DFL	FOUNDERS	STO	DFL		
SALE FUNNEL	Delivery costs	100%	6%	94%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Bring-up-my-post 1	100%	95%	5%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Bring-up-my-post 2	100%	95%	5%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	One-time-offer 1	100%	70%	30%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
CAMTV BASIC	One-time-offer 2	100%	95%	5%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Without referral	100%	100%	100%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Referral	100%	100%	100%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Organic	100%	100%	100%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
CAMTV ADVANCED	Without referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Organic	100%	100%	100%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Without referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
CAMTV PROFESSIONAL	Referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Organic	100%	100%	100%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Without referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
CAMTV LAB	Without referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Organic	100%	100%	100%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Without referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
ADVERTISING	Without referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Organic	100%	100%	100%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		
	Without referral	100%	25%	75%	20%	15%	65%	20%	15%	65%	20%	15%	65%	20%	15%	65%		

Average commission for the referral of other users and related revenues for Cam.TV users as well as internal sales staff. Recorded as part of other operating expenses (up to maximum of 40 %).

Revenue share of token holders. Based on the planned conditions of the revenue share tokens, we consider the related expenses also as operating expenses. However, they are presented as a separate line in the income statement of this business plan.

Note that accurate values are 19.65 % for founders (including 1.65 % reserved for bonuses) and 15.35 % for STO subscribers.

Details: Personnel expenses

Personnel expenses	BUD	BUD	BUD	BUD	BUD
Financial year in '000 EUR	2021	2022	2023	2024	2025
Adm inistrative					
number of FTEs	2,5	3,5	5,0	6,0	7,0
annual wage expense per FTE (incl. taxes)	39	40	41	42	43
Quality Assurance					
number of FTEs	2,0	3,0	3,0	4,0	5,0
annual wage expense per FTE (incl. taxes)	37	38	39	40	41
Customer care					
number of FTEs	2,5	6,5	9,0	12,0	16,0
annual wage expense per FTE (incl. taxes)	57	48	48	48	45
Foreign Offices					
number of FTEs	2,0	4,0	5,0	6,0	7,0
annual wage expense per FTE (incl. taxes)	49	50	52	53	54
Development					
number of FTEs	12,0	19,0	25,0	33,0	40,0
annual wage expense per FTE (incl. taxes)	45	55	59	63	67
Managers					
number of FTEs	0,0	1,5	3,5	5,0	6,0
annual wage expense per FTE (incl. taxes)	-	228	154	208	200
Other					
number of FTEs	1,0	3,5	6,5	8,0	10,0
annual wage expense per FTE (incl. taxes)	44	62	46	69	71
Wage expenses (including taxes)	1.004	2.367	3.335	4.986	6.211
Other non-wage Labour Costs	50	118	167	249	311
Personnel expenses	1.054	2.485	3.501	5.236	6.522
number of FTEs	22,0	41,0	57,0	74,0	91,0
Average cost	47.918	60.606	61.427	70.754	71.670

Personnel expenses are planned as follows:

DFL has planned the headcount of the necessary staff to operate Cam.TV for 2021 to 2025. Headcount planning focuses on the areas "development" and "customer care", supported by the necessary staff for administrative, managing and quality activities.

Wage expenses were derived from the current monthly wage expense per month and headcount. An average wage increase of 2.5 % per year is considered in the calculation. Furthermore, non-wage labour costs of approximately 22.0 % are considered in the calculation (derived from Italian non-wage labour costs) as well as 5 % contribution to the Italian severance payment system.

Note that a minor number of employees will be working in foreign offices. Though they most likely will be subject to local wage taxes, the business plan also considers non-wage labour costs using the Italian tax rates. This is based on the fact that currently it is not yet defined in which countries foreign offices will be opened and derived from the assumption that non-wage labour costs will be comparable (i.e., comparable tax rates). Changes to this initial structure also imply cost saving potential as non-wage labour cost rates in Italy are considered to be very high.

Beside that, a total of 5 % of wage expenses is considered as additional other non-wage labour costs which covers related training and other social expenses for staff.

Total non-wage labour costs also include respective accruals to employees when they are leaving the company. Under Italian law, any leaving employee receives a severance payment which is already built up via a provision over the term of the engagement of the employee. The business plan considers such obligation as a severance provision. However, as it is unclear whether and when any employee is leaving the company in the planning period, no pay-out of this provision was considered in the planning period.

Development of headcount



The adjacent chart summarises the development of the headcount.

Note that main staff will be employed by the Italian legal entity 3Technology. Therefore they will be subject to Italian personnel wage taxes and social security expenses.

The area 'development' includes the estimated necessary staff to further develop Cam.TV to remain an attractive platform for all users and to further expand the business model via new features and business transactions on the platform.

The area 'customer care' includes all staff necessary to perform sales activities, contracting, charging and other servicing with customers. The focus is to automatize as many business and customer processes as possible in order to keep the headcount at the necessary minimum level and to remain as cost efficient as possible. This goal is also reflected in the headcount of other areas (administrative, quality assurance, foreign offices and other). As a result, these areas are only planned with slight headcount increase throughout the planning periods.

Details: Other operating expenses

Other operating expenses	BUD	BUD	BUD	BUD	BUD
Financial year in '000 EUR	2021	2022	2023	2024	2025
Marketing & Branding	1.500	600	850	1.500	2.000
Hosting & Exchange	95	183	384	723	1.214
Consulting	150	250	750	1.000	1.300
Managing directors	160	250	350	450	700
Rent expenses	50	100	250	500	500
General & administrative	50	100	250	500	500
Total	2.005	1.483	2.834	4.673	6.214

Other operating expenses are planned as follows:

Marketing

Beside referral marketing activities other marketing activities via social media is planned to be performed in order to increase the publicity of Cam.TV. Beside starting activities in 2020, which also include related marketing activities for the planned STO, significant marketing investments are planned in 2021 and 2022 which subsequently will be reduced and replaced via referral marketing activities.

Hosting and exchange

Hosting and exchange costs to operate the Cam.TV platform report a steady growth in costs in the periods under review as increasing user growth will result in higher related costs for the Cam.TV platform.

Consulting

The company expects that consulting expenses for legal, technical and economic advice will result in expenses of approximately EUR 1.000k per year starting from 2021. Such costs also include related legal costs when entering into new markets. The costs in 2021 also cover related expected advisory expenses necessary in the course of the STO.

Managing directors

Expenses for the managing directors of the company are estimated with a total of EUR 160k in 2021 with a respective necessary build up of additional managing capacities due to the increasing business in the subsequent periods of the business plan.

Rent expenses

Rent expenses include the estimated costs for rent of office space as well as servers.

General and administrative

Other costs which currently are not estimated in detail are expected to be approximately EUR 200k per year. The position includes a respective buffer for unexpected and unknown expenses.

Details: Investments and depreciation

Overview of investments in tangible assets and annual depreciation					
Financial year in '000 EUR	2021	2022	2023	2024	2025
Investments					
Software	60	60	60	60	60
Office & equipments	150	150	150	150	150
Machines	10	50	50	50	50
total (> EUR 10,000 individually)	220	260	260	260	260
total investments per year	220	260	260	260	260
useful life time (software & machines)	5	5	5	5	5
useful life time (office & equipment)	4	4	4	4	4
Development of book value (tangible and intangible assets)					
book value @ beginning of the year	139	332	534	698	825
additions	220	260	260	260	260
disposals	-	-	-	-	-
annual depreciation	(27)	(59)	(96)	(133)	(170)
book value @ end of the year	332	534	698	825	915

Main individual investments of the company refer to costs for workstations (computers, monitors) and company cars. Overall, investments in fixed assets are not considered to be material as the business model does not require intense investments in fixed assets. Servers, as one of the main equipment components required, are currently planned to be rented and therefore are include in other operating expenses.

Annual depreciation is calculated using an average useful life time of 5 years for software and machines and 4 years for office & equipment.

Revenue share of token holders

Revenue Share Token Holders	BUD	BUD	BUD	BUD	BUD
Financial year	2021	2022	2023	2024	2025
in '000 EUR					
Revenue share of token holders					
Total sales	1.745	9.906	31.318	60.932	94.124
minus: sales commission	(320)	(1.943)	(6.044)	(11.579)	(17.815)
Minus: camer sales	-	(256)	(1.443)	(4.042)	(7.762)
Total	1.425	7.707	23.831	45.310	68.547
% revenue share of founders	0%	20%	20%	20%	20%
% revenue share of STO	0%	15%	15%	15%	15%
Calculated revenue share token hold	-	2.697	8.341	15.859	23.992
Accumulated rev. share for token holders	-	2.697	11.038	26.897	50.888

As one of the key elements of the conditions of the currently planned STO, all holders of security token will receive the right to receive a respective revenue share. Though capital obtained in the STO is qualified as liabilities, related expenses are still considered to be part of the operating result.

The revenue share amounts to a total of 35 % of revenues after deduction of sales commissions and commission to Creators (Camers) for all Founders and investors in the STO.

Settlement of the revenue share takes place on a monthly basis for all token holders. The revenue share represents the key compensation of the token holders.

TAXES

Income Tax	BUD	BUD	BUD	BUD	BUD
Financial year	2021	2022	2023	2024	2025
in '000 EUR					
Calculation of income tax					
Profit before tax	(1.871)	(411)	5.854	14.816	27.563
tax calculation adjustments	-	-	(4.390)	(717)	-
tax base	(1.871)	(411)	1.463	14.099	27.563
Income tax rate per year	25%	25%	25%	25%	25%
Income tax of the year	-	-	(366)	(3.525)	(6.891)

Taxes on income are calculated using the current income tax rate for all periods. Note that tax losses from the first year can be used in the second and third year and therefore reduce the tax base in 2022.

No other adjustments for the tax calculation were considered as they are all expected to be immaterial for the purpose of the business plan.

Note that based on the current business model, operating activities will be solely performed in DFL and therefore basically all profit will be subject to Austrian Corporate Income Tax. Austrian Corporate Income Tax currently amounts to 25 % of taxable profits.

Austrian fiscal authorities usually request prepayments to corporate income tax on a quarterly basis. The volume of the prepayments is derived from prior year taxable income and paid taxes. The final payment is usually performed in connection with the filing of the tax declaration. This is anticipated to take place in the first half of the following financial year and is considered in the tax planning.

Financial planning: Balance sheet

Balance Sheet		ACT	ACT	BUD	BUD	BUD	BUD	BUD	BUD
As per		2019	2020	2021	2022	2023	2024	2025	
in '000 EUR									
Non-current assets									
Tangible & intangible assets		82	139	332	534	698	825	915	
Financial assets		42	67	124	227	373	591	862	
Current assets									
Inventory		13	-	-	-	-	-	-	
Trade receivables		289	358	151	973	2.212	4.050	6.177	
Other receivables		166	731	732	732	732	1.241	1.856	
Cash and cash equivalents		1.189	510	15.574	14.300	18.160	26.666	41.154	
		1.658	1.599	16.457	16.003	21.105	31.955	49.187	
Prepaid expenses		9	68	876	867	894	865	693	
Total assets		1.790	1.874	17.789	17.631	23.070	34.237	51.658	
Equity									
Security Token Holders		(3.546)	(3.690)	(5.561)	(5.972)	(402)	9.792	28.206	
Economic Equity		(3.546)	(3.690)	16.089	15.004	18.489	24.718	37.134	
Non-current liabilities									
Loans from banks		-	800	702	505	305	102	-	
Liabilities from crowdfunding		2.901	2.901	-	-	-	-	-	
Provisions - non current		49	70	146	267	439	665	1.014	
Other liabilities - non current		55	479	4	4	4	4	4	
		3.005	4.250	852	776	748	801	1.018	
Current liabilities									
Loans from banks - current		34	20	98	197	200	203	102	
Trade payables		412	591	155	660	1.614	2.745	3.805	
Trade payables from capex		-	-	-	-	-	-	-	
Provisions - current		452	25	25	25	390	3.549	6.549	
Liabilities from revenue share of security token		1.266	304	-	386	930	1.583	2.309	
Liabilities from LKS		148	103	135	178	209	209	209	
		2.332	1.043	717	1.750	3.648	8.593	13.279	
Deferred income		-	272	131	101	185	125	227	
Total liabilities & equity		1.790	1.875	17.789	17.631	23.070	34.237	51.658	

The business plan of the company reflects the economic use of the Cam.TV platform. The reported assets and liabilities as of 12/2021 represent unaudited pro-forma consolidated financial information of the three relevant companies. As of 31 December 2021 the group will report a negative equity of EUR 3.546k. This is basically due to start-up losses generated during the first years of the company as well as the fact that proceeds from the completed crowdfunding round are not considered to be equity but liabilities. This is due to the fact that such liabilities are not subordinated based on the conditions defined in the crowdfunding contracts and, hence, the funds do not fulfil the requirements to report them as an equity position.

Due to the fact that investments in self-developed intangible assets can not be capitalized under Austrian GAAP, any ongoing development cost is recognized in the income statement of the respective year. As a result, short-term assets prevail on the asset-side of the balance sheet. Assets reported as non-current assets basically reflect the necessary office equipment of the company. Reported financial assets represent voluntary investments in securities for the severance system in Italy.

Due to the business model and the fact that all transactions will be exchanged directly on the platform within short-term payment conditions of basically 30 to 60 days when the services are exchanged, the amount of trade receivables and or trade payables from exchange of services can be kept at a very low level compared to the overall business volume. Also any payment to security token holders from the revenue share (refer to financial result) will be settled at month-end with 30 days payment term already and therefore will no remain as open liabilities as of the balance sheet date.

Financial planning: Balance sheet

Balance Sheet		ACT	ACT	BUD	BUD	BUD	BUD	BUD	BUD
As per		2019	2020	2021	2022	2023	2024	2025	
in '000 EUR									
Non-current assets									
Tangible & intangible assets		82	139	332	534	698	825	915	
Financial assets		42	67	124	227	373	591	862	
		124	207	456	761	1.071	1.416	1.777	
Current assets									
Inventory		13	-	-	-	-	-	-	
Trade receivables		289	358	151	973	2.212	4.050	6.177	
Other receivables		166	731	732	732	732	1.241	1.856	
Cash and cash equivalents		1.189	510	15.574	14.300	18.160	26.666	41.154	
		1.658	1.599	16.457	16.003	21.105	31.955	49.187	
		9	68	876	867	894	865	693	
Prepaid expenses		1.790	1.874	17.789	17.631	23.070	34.237	51.658	
Total assets		1.790	1.874	17.789	17.631	23.070	34.237	51.658	
Equity									
Security Token Holders		(3.546)	(3.690)	(5.561)	(5.972)	(402)	9.792	28.206	
Economic Equity		-	-	21.651	20.976	10.891	14.926	8.928	
		(3.546)	(3.690)	16.089	15.004	18.489	24.718	37.134	
Non-current liabilities									
Loans from banks		-	800	702	505	305	102	-	
Liabilities from crowdfunding		2.901	2.901	-	-	-	-	-	
Provisions - non current		49	70	146	267	439	695	1.014	
Other liabilities - non current		55	479	4	4	4	4	4	
		3.005	4.250	852	776	748	801	1.018	
Current liabilities									
Loans from banks - current		34	20	98	197	200	203	102	
Trade payables		412	591	155	660	1.614	2.745	3.805	
Trade payables from capex		-	-	-	-	-	-	-	
Provisions - current		452	25	25	25	390	3.549	6.549	
Liabilities from revenue share of security token		-	-	-	386	930	1.583	2.309	
Liabilities from LKS		1.286	304	304	304	304	304	304	
Other liabilities - current		148	103	135	178	209	209	209	
		2.332	1.043	717	1.750	3.648	8.593	13.279	
		-	272	131	101	185	125	227	
Deferred income		-	272	131	101	185	125	227	
Total liabilities & equity		1.790	1.875	17.789	17.631	23.070	34.237	51.658	

Other receivables reflect the net position of LKSCoin and other crypto-currencies that are held by the company as of the balance sheet date. It is the intention to basically settle all transactions on the platform via LKSCoin or other crypto-currencies held by the company. Therefore a minimum, sales-related balance of LKSCoin and other crypto-currencies will be held by the company.

Note that the calculated balance sheet value of the crypto-wallets does not include any effects from changes in the exchange rates at the end of the year. This approach is used to prove that no exchange rate effects are required to report a steady financial situation of the company and at the same time show that even in decreasing long-term crypto-currency-rates the company would have sufficient reserves in place in order to continue operations.

Though basically all available funds will be primarily held in crypto-currencies, the company will aim to exchange at any time such crypto-currencies to fiat currencies to be able to settle short-term net payment obligations that are charged in fiat currencies at any time (including a certain security reserve in order to avoid any delays in payments towards service providers). This in particular refers to the settlement of current liabilities and from current provisions.

The funds received from the planned STO are currently classified to be at least at-equity-like, i.e., that they form part of the economic equity available to the company. Even if not considered as equity, the company will be able to report a positive equity as of 2023 due to the accumulated gains achieved in the financial periods 2022 and 2023.

Note that the liability position "Liabilities from crowdfunding" will flow into the position "Security Token Holders" in 2021. Also that the business plan includes an anticipated cash-effect from the STO in the amount of EUR 17.91 million in 2021 (take position "Security Token Holders" (EUR 21.65 million), subtract the position "Liabilities from crowdfunding" (EUR 2.9 million), this equals EUR 18.75 million. The difference of 0.84 million compared to the anticipated cash-effect is due to the discounts granted in the subscription process).

Financial Planning: Balance Sheet

Balance Sheet		ACT	ACT	BUD	BUD	BUD	BUD	BUD	BUD
As per		2019	2020	2021	2022	2023	2024	2025	
in '000 EUR									
Non-current assets									
Tangible & intangible assets		82	139	332	534	698	825	915	
Financial assets		42	67	124	227	373	591	862	
		124	207	456	761	1,071	1,416	1,777	
Current assets									
Inventory		13	-	-	-	-	-	-	
Trade receivables		289	358	151	973	2,212	4,050	6,177	
Other receivables		166	731	732	732	732	1,241	1,856	
Cash and cash equivalents		1,189	510	15,574	14,300	18,160	26,666	41,154	
		1,658	1,599	16,457	16,003	21,105	31,955	49,187	
		9	68	876	867	894	865	693	
Prepaid expenses									
Total assets		1,790	1,874	17,789	17,631	23,070	34,237	51,658	
Equity									
Security Token Holders		(3,546)	(3,690)	(5,561)	(5,972)	(402)	9,792	28,206	
Economic Equity		(3,546)	(3,690)	16,089	15,004	18,489	24,718	37,134	
Non-current liabilities									
Loans from banks		-	800	702	505	305	102	-	
Liabilities from crowdfunding		2,901	2,901	-	-	-	-	-	
Provisions - non current		49	70	146	267	439	696	1,014	
Other liabilities - non current		55	479	4	4	4	4	4	
		3,005	4,250	852	776	748	801	1,018	
Current liabilities									
Loans from banks - current		34	20	98	197	200	203	102	
Trade payables		412	591	155	660	1,614	2,745	3,805	
Trade payables from capex		-	-	-	-	-	-	-	
Provisions - current		452	25	25	25	390	3,549	6,549	
Liabilities from revenue share of security token		1,286	304	-	386	930	1,583	2,309	
Liabilities from LKS		148	103	304	304	304	304	304	
Other liabilities - current		2,332	1,043	717	1,750	3,648	8,593	13,279	
		-	272	131	101	185	125	227	
Deferred income									
Total liabilities & equity		1,790	1,875	17,789	17,631	23,070	34,237	51,658	

Note that due the conditions granted to the Founders, the related cash received represents a (non-current) liability from crowdfunding in FY20. The liability represents a non-financial liability, i.e. that no future cash-out is related to this liability. The liability will either be transferred in an equity-like security token liability in the course of the STO or, in case that crowdfunding investors do not use the "royalty vouchers", it will be released to the income statement in exchange for other benefits granted. Due to the favourable conditions of the "royalty vouchers", this business case anticipates that all Founders will use their vouchers in the course of the STO.

Due to the profits planned during the planning periods, respective provisions for income taxes are recorded.

Loans from banks refer to an interim financing of the company in the amount of EUR 800k which shall be repaid starting from FY22. Related interest rate for the financing is 1,3 %.

Other long-term provisions refer to the already explained severance provisions for Italian employees. Other current provisions basically consist of corporate income tax payables towards Austrian tax authorities.

Deferred income relate to the deferred revenue recognition in the area of subscription revenues.

Financial Planning: Cash flow statement

Cash Flow	ACT	BUD	BUD	BUD	BUD	BUD
Financial Year	2020	2021	2022	2023	2024	2025
in '000 EUR						
Profit before taxes	(145)	(1.871)	(411)	5.854	14.816	27.563
Depreciation and amortisation	1	53	118	192	266	340
Tax payments	(0)	-	-	-	(366)	(3.891)
Severance accrual	21	76	122	171	256	319
Other non-cash items	(982)	-	-	-	-	-
Cash flow from the result	(1.106)	(1.742)	(172)	6.217	14.972	24.331
Financial result	1	10	36	89	159	213
Δ WC	(135)	(281)	(292)	(198)	(738)	(793)
Operating cash flow	(1.240)	(2.013)	(428)	6.107	14.393	23.751
Net investments	(84)	(302)	(425)	(502)	(612)	(701)
Free cash flow	(1.323)	(2.315)	(853)	5.605	13.781	23.050
Cash-out for interests	(1)	(10)	(36)	(89)	(159)	(213)
Change in LKS liabilities	-	17.884	(288)	(1.541)	(3.312)	(5.272)
Free cash flow for the Firm	(1.324)	15.559	(1.178)	3.976	10.310	17.565
Bank loans and other liabilities	786	(20)	(98)	(197)	(200)	(203)
Investment in digital currencies	(565)	-	1	1	(508)	(615)
Free cash flow for the Equity	(1.103)	15.539	(1.275)	3.779	9.603	16.747
Dividends paid / SH Loans	425	(475)	-	82	(1.098)	(2.258)
Total cash flow	(679)	15.064	(1.275)	3.861	8.505	14.489
Cash position						
Beginning of the period	1.189	510	15.574	14.300	18.160	26.666
Ending of the period	510	15.574	14.300	18.160	26.666	41.154
Change	(679)	15.064	(1.275)	3.861	8.505	14.489

The cash-flow statement reports the change in cash and cash equivalents as well as in crypto-currencies for the financial periods 2021 to 2025.

Note that other non-cash items in FY 2020 refer to revaluation gains recorded for the LKSCoin liabilities due to the lower LKSCoin exchange rate at the year-end 2020. As currency effects are not considered in the business plan, no respective positions are planned in the periods 2021 to 2025.

Note that all reports report a positive total cash flow and therefore presents a positive liquidity planning for the company. Total positive cash flow in 2021 mainly results from the funds received during the security token offering, however positive operating cash flows are expected from 2022 onwards.

Free cash flow achieved in each period will be basically used for payments to security token holders from the revenue share model. Further note that the remaining cash flow will not be distributed to shareholders until 2023 and only to a limited amount in the periods 2023 to 2025 in order build up a steady equity position and to further have funds available to expand the business beyond the presented business plan if the economic situation is beneficial. Additionally, a strong equity position will be favourable to react on possible negative developments of crypto-currency exchange rates which are currently not considered in the business plan.



Value your passion

Appendix

Equity bridge and 2020 figures (Income Statement)

Income statement		ACT	ACT	BUD	BUD	BUD	BUD	BUD
Financial year		2019	2020	2021	2022	2023	2024	2025
in '000 EUR								
Revenues		2.259	1.086	1.885	9.936	31.233	60.992	94.022
Direct Selling Costs		(101)	(1.535)	(633)	(4.203)	(12.508)	(23.952)	(35.189)
Personnel expenses		(681)	(940)	(1.054)	(2.485)	(3.501)	(5.232)	(6.511)
Other operating expenses		(999)	(304)	(2.005)	(1.483)	(2.834)	(4.673)	(6.214)
Other operating income		644	1.548	-	-	-	-	-
EBITDA before revenue share		(470)	(145)	(1.808)	1.765	12.390	27.135	46.109
Revenue Share Token Holders		-	-	-	(2.023)	(6.256)	(11.894)	(17.994)
EBITDA after revenue share		(1.041)	(145)	(1.808)	(258)	6.134	15.241	28.115
Depreciation and amortisation		(32)	(1)	(53)	(118)	(192)	(266)	(340)
EBIT		(1.073)	(146)	(1.861)	(375)	5.943	14.975	27.776
Financial result		0	1	(10)	(36)	(89)	(159)	(213)
Profit before taxes		(503)	(145)	(1.871)	(411)	5.854	14.816	27.563
Income taxes		(31)	(0)	-	-	(366)	(3.525)	(6.891)
Net loss or profit of the period		(534)	(145)	(1.871)	(411)	5.488	11.291	20.672

Business Plan

Equity bridge and 2020 figures (Balance Sheet)

Balance Sheet		ACT	ACT	BUD	BUD	BUD	BUD	BUD
As per		2019	2020	2021	2022	2023	2024	2025
in '000 EUR								
Non-current assets								
Tangible & intangible assets		82	139	332	534	698	825	915
Financial assets		42	67	124	227	373	591	862
		124	207	456	761	1.071	1.416	1.777
Current assets								
Inventory		13	-	-	-	-	-	-
Trade receivables		289	358	151	973	2.212	4.050	6.177
Other receivables		166	731	732	732	732	1.241	1.856
Cash and cash equivalents		1.189	510	15.574	14.300	18.160	26.666	41.154
		1.658	1.599	16.457	16.003	21.105	31.955	49.187
		9	68	876	867	894	865	693
Prepaid expenses								
Total assets		1.790	1.874	17.789	17.631	23.070	34.237	51.658
Equity		(3.546)	(3.690)	(5.561)	(5.972)	(402)	9.792	28.206
<i>Security Token Holders</i>		-	-	21651	20.976	8.891	14.926	8.928
Economic Equity		(3.546)	(3.690)	16.089	15.004	18.489	24.718	37.134
Non-current liabilities								
Loans from banks		-	800	702	505	305	102	-
Liabilities from crowd funding		2.901	2.901	-	-	-	-	-
Provisions - non current		49	70	146	267	439	695	1.014
Other liabilities - non current		55	479	4	4	4	4	4
		3.005	4.250	852	776	748	801	1.018
Current liabilities								
Loans from banks - current		34	20	98	197	200	203	102
Trade payables		412	591	155	660	1.614	2.745	3.805
Trade payables from capex		-	-	-	-	-	-	-
Provisions - current		452	25	25	25	390	3.549	6.549
Liabilities from revenue share of security token				-	386	930	1.583	2.309
Liabilities from LKS		1.286	304	304	304	304	304	304
Other liabilities - current		148	103	135	178	209	209	209
		2.332	1.043	717	1.750	3.648	8.593	13.279
Deferred income		-	272	131	101	185	125	227
Total liabilities & equity		1.790	1.875	17.789	17.631	23.070	34.237	51.658

Consolidation detail (Income Statement)

Income statement		ACT						ACT						ACT	
Financial year	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2020	2020	2020	2020	2020
in '000 EUR	DFL	3T	HSL	cons		DFL	3T	HSL	cons		DFL	3T	HSL	cons	
Sales	353	1.685	5	(1.582)	462	1.440	3.407	-	(2.588)	2.259	59	2.306	61	(1.340)	1.086
Direct Selling Costs	(450)	(454)	-	800	(104)	(370)	(1.501)	-	1.770	(101)	(304)	(1.484)	(13)	267	(1.535)
Personnel expenses	(2)	(481)	(2)	-	(485)	(2)	(677)	(2)	-	(681)	(2)	(910)	(29)	-	(940)
Other operating expenses	(1.926)	(677)	(1)	-	(2.604)	(998)	(998)	(1)	-	(999)	(436)	(54)	(18)	204	(304)
Other operating income	46	2	-	-	49	12	629	3	-	644	1.534	14	0	-	1.548
EBITDA before revenue share	(1.979)	75	1	(781)	(2.684)	82	265	-	(818)	(470)	851	(128)	1	(869)	(145)
Revenue Share Token Holders	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EBITDA after revenue share	(1.979)	75	1	(781)	(6.636)	82	265	-	(818)	(1.041)	851	(128)	1	(869)	(145)
Depreciation and amortisation	(259)	(20)	-	259	(20)	(559)	(32)	-	559	(32)	(858)	-	-	857	(1)
EBIT	(2.238)	55	1	(522)	(6.656)	(477)	233	-	(259)	(1.073)	(7)	(128)	1	(12)	(146)
Financial result	0	-	(0)	-	(0)	0	-	-	-	0	0	1	0	-	1
Profit before taxes	(2.238)	53	1	(522)	(2.706)	(477)	233	-	(259)	(503)	(7)	(127)	1	(12)	(145)
Income taxes	(0)	(32)	-	-	(33)	(0)	(31)	-	-	(31)	(0)	-	-	-	(0)
Net loss or profit of the period	(2.239)	21	1	(522)	(2.739)	(477)	202	-	(259)	(534)	(7)	(127)	1	(12)	(145)

Consolidation detail (Balance Sheet)

Balance Sheet				ACT				ACT				ACT			
As per	12/2018	12/2018	12/2018	12/2018	2018	12/2019	12/2019	12/2019	12/2019	2019	12/2020	12/2020	12/2020	2020	
in '000 EUR	DFL	3T	HSL	cons		DFL	3T	HSL	cons		DFL	3T	HSL	cons	
Non-current assets															
Tangible & intangible assets	685	49	-	(684)	49	943	82	-	(943)	82	902	139	-	(902)	
Financial assets	-	17	-	-	17	133	42	-	(133)	42	143	67	-	(143)	
	685	66	-	(684)	67	1,077	124	-	(1,077)	124	1,044	207	-	(1,044)	
Current assets															
Inventory	-	4	-	-	4	-	13	-	-	13	-	-	-	-	
Trade receivables	-	108	1	-	109	100	188	1	-	289	5	846	46	(539)	
Other receivables	383	-	1	-	384	164	1	2	-	166	730	-	1	-	
Cash and cash equivalents	1,100	524	25	-	1,649	335	799	54	-	1,189	25	473	12	510	
	1,483	637	28	-	2,147	599	1,002	57	-	1,658	760	1,318	60	(539)	
Prepaid expenses	9	6	-	-	15	0	9	-	-	9	61	6	-	-	
Total assets	2,176	709	28	(684)	2,228	1,676	1,134	57	(1,077)	1,790	1,866	1,531	60	(1,584)	
Equity															
Security Token Holders	(2,250)	53	1	(684)	(2,880)	(2,727)	256	2	(1,076)	(3,546)	(2,734)	127	14	(1,098)	
Economic Equity	(2,250)	53	1	(684)	(2,880)	(2,727)	256	2	(1,076)	(3,546)	(2,734)	127	14	(1,098)	
Non-current liabilities															
Loans from banks	-	-	-	-	-	-	-	-	-	-	0	800	-	800	
Liabilities from crowdfunding	2,901	-	-	-	2,901	2,901	-	-	-	2,901	2,901	-	-	2,901	
Provisions - non current	-	31	-	-	31	-	49	-	-	49	-	70	-	70	
Other liabilities - non current	50	-	1	-	51	54	-	1	-	55	454	-	25	479	
	2,951	31	1	-	2,982	2,955	49	1	-	3,005	3,355	870	25	4,250	
Current liabilities															
Loans from banks - current	8	44	-	-	52	2	32	-	-	34	0	20	-	20	
Trade payables	107	250	25	-	382	101	258	54	-	412	615	515	-	(539)	
Trade payables from capex					-					-	-	-	-	-	
Provisions - current	23	57	-	-	80	32	420	-	-	452	25	-	-	25	
Liabilities from revenue share of security token	-	-	-	-	-										
Liabilities from LKS	1,138	-	-	-	1,138	1,286	-	-	-	1,286	304	-		304	
Other liabilities - current	201	273	1	-	475	28	119	1	-	148	83	-	20	103	
	1,476	624	26	-	2,126	1,448	829	55	-	2,332	1,027	534	20	1,043	
Deferred income					-	-	-	-	-	-	218	-	-	272	
Total liabilities & equity	2,177	709	28	(684)	2,228	1,676	1,134	57	(1,076)	1,790	1,866	1,531	60	(1,583)	
														1,875	

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Signaturwert	HrUKt4GcO298nIbrlBwhrUi8Noa9m+zaDntpzf+SSFL5GggAJVzan4UcTvEadDkAQ74YT/jTYeYSSnQ6rKrLnmzY4Twjt3N+TZNVkd92DG+HLSBbbkSpinLHZsBLBfUvDT3u6KKnJxev0+cxR8IDaMoNX6YU2TyTWj8Rl9TKU7rA0NHTBkFpynHnZ2iXa+lQqq6kux5IMO0ojDQp6Dieqyk9E0yfMqqEUJubP6DiUTlgrIPk1WFLz1XEKuhNmQpJkLhG+YFUAGqUz5+uFTasyqsddqr617bbZP8HOorzav6Pi0oeAggeVeTHMklg5x6CXTlhzrGMv1LuAK0N6R76A==	
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