



## TOKEN ISSUANCE WHITE PAPER

for the issuance of tokens by Bitcoinforme S. L.

at a nominal value of between €0.01 and €0.02 for each publicly issued token, starting on September 6, 2021, and ending on September 30, 2021.

Last updated on August 24th, 2021

### **IMPORTANT**

This document is a literal translation of its Spanish version (<https://bit2me.com/es/token>) and is for information purposes only. In case of any discrepancy between this version and the Spanish version, the Spanish version shall prevail.

*The products described in this document may be of very high risk, including the loss of the entire amount contributed. The tokens that may be acquired will not be guarded by entities legally authorized entities to provide investment services, and the ledger technology planned to be used (blockchain) is novel and may entail significant risks.*

*"The issuer of the crypto-assets is solely responsible for the content of this crypto-asset whitepaper. This crypto-asset whitepaper has not been reviewed or approved by any competent authority in any Member State of the European Union".*



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## 1. General Information About the Issuer

<b>Issuer name</b>	Bitcoinforme S.L.
<b>Registered office</b>	69 CALLE GERMAN BERNACER 03203, ELCHE, Spain
<b>Date of entry in the Commercial Register</b>	21 January, 2015
<b>CIF (Company Tax Number)</b>	B54835301
<b>Management body</b>	Administrator I <ul style="list-style-type: none"><li>• Andrei Manuel Costache</li><li>• Joint Administrator</li></ul> Administrator I <ul style="list-style-type: none"><li>• Leif Ferreira Ponce</li><li>• Joint Administrator</li></ul>

### **Warning**

*The crypto-assets or tokens subject to be issued as described herein a) may lose their value in whole or in part; b) may not always be tradable on organized markets and c) may not be liquid or d) may not be redeemable for the goods or services described herein, especially in cases of failure or interruption of the project carrying out the issuance.*

### **Potential Conflicts of Interest**

*Any party related to the Issuer, such as majority shareholders, companies controlled by the Issuer or in which the Issuer has an interest, and any other subsidiary of any kind, may maintain or enter into new transactions with other related entities, which may give rise to conflicts of interest.*

*In the event of a conflict of interest between any of the Issuer's affiliates and any other party related to the Issuer, this could result in the suspension of token transactions for reasons unrelated to market forces.*

*However, in the event that a conflict of interest is identified, the issuer's management body will use its best efforts to prioritize the interests of the token holder over any other.*

### **Financial History of the Issuer**

Bit2Me has been a profitable company since its inception and all profit has been reinvested in the business so no dividends have ever been distributed, as can be seen in the audited financial statements of the last four fiscal years.

Also, revenues have grown consecutively by 100% from 2017 to 2019, and by 150% in 2020. Bit2Me's transaction volume has grown exponentially since the beginning of its operations,

achieving a year-on-year growth of 1,200% in 2020 and a total transaction volume that has exceeded €1 billion.

At the end of the first quarter of 2021, the company's revenue has already equaled that of fiscal year 2020.

The company continues to consolidate its leading position in Spain and Portugal and to increase its status in the rest of the world with active customers from more than 100 countries.

## **2. Project Information**

### **a. Project Background**

Bit2Me focuses on encouraging cryptocurrency adoption around the world and, in doing so, enables users to easily save, send and receive value.

Founded in 2014, Bit2Me specializes in providing services related to Blockchain technology, cryptocurrencies, and other digital assets. Its founders have extensive experience in the sector as technical and commercial founders of their own startups, and in 2014 they both decided to build a joint project with a shared vision of a space for a more transparent and open financial system.

Since then, Bit2Me has become the leading platform in Spain for the purchase/sale of crypto-assets and it is number 1 in the segment, in one of the fastest growing sectors, with 1,200% annual growth.

In 2020, Bit2Me welcomed Inveready, a prominent Venture Capital firm in Europe behind some of Spain's most successful technology IPOs, to join the company as a strategic partner.

In 2021, Bit2Me has a team of nearly 100 employees with a robust partner network that has been growing steadily. The company offers a simple, fast, reliable, and secure app and wallet for managing digital assets.

Bit2Me offers a comprehensive set of more than 20 solutions covering B2B, B2C and B2B2C verticals, making it an excellent platform for developing a vertically integrated digital investment proposal.

In addition, it is worth mentioning that Bit2Me Academy, where people from anywhere in the world have access to a wide range of educational content on digital assets, whether or not they are new to the subject, has recently achieved the milestone of training 1.7 million student users during 2020. Customer support is online 24/7/365 and operates relentlessly in all time zones.

This growth has not been overlooked by the media, as Bit2Me has been mentioned in all major Spanish newspapers (NBC, TVE, Cuatro, Cadena SER, Intereconomía, Expansión, El Mundo, El País, Xataka, La Vanguardia, Eldiario), and has been recognized internationally with awards from VISA, BBVA, Expansión, Forbes, Deloitte, GFT, and more.

For Bit2Me, giving priority to people is one of its business pillars, as it attributes its success to all the collaborators involved in it: employees, partners, advisors, users, and its affiliate network. The team is composed of more than 70 professionals from 15 different nationalities and is growing at a rapid pace with 25 vacancies on our talent board. Idealists, tech entrepreneurs, researchers, commercial, financiers, lawyers and engineers that work together in a prosperous thriving environment. Based in Spain (Europe), Bit2Me has 6 offices around the globe.

## b. Products and Services Offered by Bit2Me

### **Wallet**

Bit2Me Wallet is the main product. It is a multi-currency cloud solution that serves as a legal tender (Fiat) on/off ramp and gives users instant access to buy, sell and trade over 60 crypto-assets. Currently managing:

- + 250,000 customers.
- + 13,000,000 wallets.
- Customers from over 100 countries.

Bit2Me is focused on providing a seamless experience for its users to manage their crypto-assets.

- Crypto Wallet: to receive, send and transfer crypto-assets.
- Fiat Wallet: for depositing, withdrawing, sending, and transferring legal tender.
- Cryptocurrency broker: for buying, selling and exchanging crypto-assets.

After going through our Money Laundering Prevention processes (KYC and AML), users can buy crypto-assets instantly via:

- Bank transfer.
- Credit/Debit/Prepaid card
- Cash

Once the wallet is anchored, users can exchange any crypto-asset for any other crypto-asset or fiat in over 4,000 possible combinations of cryptocurrency exchanges.

Bit2Me's main goal is to support the most transactional digital assets that users want to access. That said, we are rapidly expanding the criteria for adding and supporting new currencies. We carefully review each asset based on the credibility of its project, reputation, community, liquidity and expected volume.

### **Bit2Me Trade**

Bit2Me Trade is a High-Frequency Trading (HFT) platform of digital assets based on blockchain technology. Its main feature is to be an easy- to-use professional solution for cryptocurrency trading, with high liquidity and volume.

Bit2Me Trade's HFT system is designed for more experienced users. Features include an *Order Book* with *Market Orders/Limit Orders/Stop Limit*, among other features that provide liquidity and allow users to perform different strategies according to their needs.

Users can easily transfer funds from their Wallet to Bit2Me Trade and vice versa and set conditions for complex execution strategies.

### **Bit2Me Pay**

Bit2Me Pay allows you to make and receive payments in cryptocurrencies and euros for free, instantly, and including micropayments (from €0.25). You can make a payment to anyone around the world just by knowing their email address or mobile phone number.

Bit2Me Pay supports all the currencies and cryptocurrencies supported by Bit2Me, currently almost 70.

### **Bit2Me Card**

One step away from the digital world. Bit2Me Card connects real-time cryptocurrency payments through the traditional card infrastructure.

We serve as a bridge between the new economy and traditional daily payments.

- Physical and virtual debit cards.
- NFC / contactless.
- + 40 million locations worldwide where users can make payment transactions with Bit2Me card.
- + 60 connected cryptocurrencies.

Users can pay with cryptocurrencies and fiat from their Bit2Me wallet. Cryptocurrency holders are incentivized with the following programs:

- A possible *cashback* reward program with a growing number of our selected business partners in which users receive benefits for high usage.
- The Bit2Me card automatically converts its available cryptocurrency into fiat for payments, creating a seamless and incentivized experience between the fiat world and the crypto ecosystem.

### **Tikebit**

Tikebit is a network of more than 250 retail establishments in Spain and Portugal where people can buy cryptocurrencies or top up their accounts with cash.

In addition, Tikebit is integrated into third-party networks with thousands of establishments.

The process is simple: users receive a coupon that is redeemed with their Bit2Me Wallet for the value paid in cash.

With Tikebit, cryptocurrencies are brought physically closer to make the transition easier and faster for many people. This allows us to serve beginner users, including unbanked users.

### **Bit2Me Block Explorer**

Bit2Me Explorer allows users to find relevant information about transactions on different blockchains in real time. The service supports different blockchains with the same user experience.

Bit2Me Explorer is a useful tool that allows users to view information about blocks, addresses and transactions in Bitcoin and other blockchains.

### **OTC (Over-The-Counter)**

Bit2me OTC Desk, aimed at individuals and institutions with large managed capital, facilitates high-volume transactions between almost all known digital assets. Live RFQ (*request for quote*) chat rooms allow OTC clients to execute large blocks instantly. Post-settlement operations are offered to reputable clients.

- Wide range of Digital Assets.
- Availability 24/7.
- Liquidity.
- Immediate liquidity.
- Flexible negotiation.
- Multi-currency pricing.
- We connect your operation with our database of + 500 large customers.
- 3 options: Fiat to Crypto, Crypto to Crypto, Crypto to Fiat.

### **Bit2Me Commerce**

Bit2Me Commerce is a solution that allows online stores to accept cryptocurrency payments.

This payment gateway allows merchants to:

1. Accept multiple cryptocurrency payments.
2. Automatically convert payments to euros.
3. Withdraw the money to their bank account automatically.

The service includes shopping cart APIs and widgets.

### **Bit2Me Academy**

Bit2Me Academy is a free online learning platform for cryptocurrency and Blockchain technology training. We provide all the knowledge about cryptocurrencies such as Bitcoin, Blockchain technology, trading and much more, both in text and video.

In 2020 alone, Bit2Me Academy has provided content to more than 1.7 million unique users in 3 learning pipelines:

- Natural persons
- Companies
- Institutions: financial institutions, schools and universities, governments, NGOs, etc.

We believe that providing our users with an accessible and in-depth knowledge of the cryptocurrency space is crucial. Our online Academy is a learning platform that gathers knowledge from verified bibliography and trusted industry mentors where our team produces videos, articles, and step-by-step guidance. In addition, our students receive an official certificate after completing our courses along with personalized follow-up upon completion.

On the other hand, our Academy also reaches out to companies, institutions, government agencies and relevant NGOs that are interested in educating themselves and their staff, for which our team creates and delivers tailor-made training programs. We strongly believe that educational activities are a fundamental pillar in building a strong and healthy community.

### **Bit2Me News**

Bit2Me News is a free crypto ecosystem media outlet in video and text format. We talk about the most relevant news on Bitcoin, Ethereum, Litecoin, Dash and all other major cryptocurrencies and blockchain improvements.

Bit2Me News was born with the mission of providing access to relevant information of the ecosystem to anyone, regardless of their purchasing power. Bit2Me News makes all its news widely accessible in text format and summarizes the most relevant news in daily videos that are shared on our company's channel to bring Bitcoin closer to as many people as possible.

### **Other Products**

Other products offered by Bit2Me:

- **Bit2Me TV:** Free access to thousands of videos about cryptocurrencies and Blockchain technology.
- **Bit2Me Agenda:** Crypto and Blockchain events agenda. Thousands of interesting events around the world in all specialties.
- **Bit2Me Directory:** To know where to pay with cryptocurrencies around the world.
- **Bit2Me Custody:** Secure custody of digital assets. Institutional grade, highly protected, insured with €100 million, regulatory compliance and 24-hour support.
- **Bit2Me Converter:** Cryptocurrency rate converter, with support for cryptocurrencies and traditional currencies.
- **Bit2Me Experts:** Bit2Me has a team of renowned professionals with deep industry knowledge.
- **Bit2Me Premium:** Loyalty program for repeat customers with numerous advantages, 100% personalized assistance and extra services.

c. Legal Entities and Natural Persons Involved

- Bit2Me Board of Directors and Management Team

A senior management team with solid and diverse experience in business, technology, and investments. Its founders have a combined experience in entrepreneurship and blockchain of over 40 years.

- Leif Ferreira — Co-founder and CEO
  - More than 10 years of experience as a fullstack engineer and founder of previous startups.
  - Advisor to the European Blockchain Committee (Brussels).
  - Winner of FinTech Americas Hackathon 2015 (Miami).
- Andrei Manuel — Co-founder and COO
  - Launched Bitphone, the world's first cryptographic mobile top-up product, which was quickly sold to a hedge fund in 2015.
  - Founded Tikebit in 2016, which allows anyone to purchase cryptocurrencies with cash in more than 250 establishments in Spain.
- Pablo Casadio — CFO
  - Board member and investor in Bit2me.
  - Founded Filos Group Global, a boutique Startup M&A and Investment firm in Spain.
  - More than 15 years of experience in finance.
  - Investor in several startups.
  - Was FP&A Director at OTIS SEMA, Manager at Ernst & Young.
  - Blockchain & Fintech professor at IE Business School
  - Co-founder of the NGO Financieros sin Fronteras.
- Inveready FCR
  - Leading VC in Europe.
  - Behind some of Spain's most successful technology IPOs such as Más Móvil.
- Advisors
  - Zeeshan Feroz
    - EX - CEO Coinbase Europe
    - Advisor at BCB Group
    - Advisor at Moonpay
  - Raul Olivera
    - EX Kraken Europe Manager
  - Rodolfo Capintier
    - Business angel.
    - President of DaD, an internet and technology business incubator with 20 investee companies.
    - Mentor in Conector, Wayra and Area 31 at IE Business School.
  - Koh Onozawa
    - Forbes 30 Under 30 2016 Asia.
    - Finalist for the Ernst & Young Entrepreneur of the Year 2015.

- 10 years of experience in the startup ecosystem as founder in Asia, USA, UK and Spain.
  - Legal team
    - Alejandro Gómez de la Cruz Alcañiz — Independent legal advisor
    - DPO & Law —Fernando Ramos Suárez— Compliance Officer and group partner.
    - Aktion legal

d. Reasons for Issuance

- Financing of the next stage of development and agreements for services and products of the company.
- Financing of international expansion.
- Design and execution of international marketing campaign.
- Strengthening our community of current and potential customers.
- Dynamization and gamification of the interaction with the platform.

e. Subject of Issuance: B2M Token

- Token Description

Bit2Me will be responsible for the issuance of a non-representative token of negotiable value (utility token) called B2M token.

The maximum token issuance will never exceed 5 billion.

The token will run natively on the Ethereum network blockchain following the ERC-20 standard.<sup>1</sup>

- Specifications

- Full name: Bit2Me Token
- Symbol: B2M
- Maximum supply: 5,000,000,000
- Blockchain network: Ethereum
- Standard: ERC20

f. Use Of Funds and Issuance Costs

The funds received from the sale of tokens will help Bit2Me scale its operations globally by adopting the latest technologies along the way. Below, we detail the estimated use of funds, however this information is subject to change.

A major challenge is to contribute to the creation of a regulatory framework in the different countries in which we operate, and this task requires a close working relationship with regulatory bodies to keep up with the changing legal landscape. We will obtain licenses in strategic countries between the European Union and Asia. In addition to our e-money license, a significant portion of the funds will go towards obtaining a banking license, thus closing the bridge the gap

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<sup>1</sup> <https://github.com/ethereum/eips/issues/20>

between fiat and cryptocurrencies independently. We estimate that we will invest 15% of the total funds for regulatory infrastructure and risk management.

For the geographic expansion process, we will invest in building the ecosystem and creating commercial value with the community in Spain, the EU, Latin America and Africa. On the one hand, 25% of resources will be used in Advertising, Marketing and Community Management for customer acquisition and brand recognition. Scaling and investing in proven marketing channels is of vital importance to make an impact when launching a new market.

On the other hand, 23% of the total investment will be used in sales and operations equipment to accompany the expansion process.

Given our role in this fast-paced industry, it is Bit2Me's obligation to stay abreast of new technologies, especially those that represent a major breakthrough and appeal to the current user base. To this end, a 27% will be used to grow our development and R&D team. This mainly includes salaries for the technical team, recruitment of experts and developers, technical patents and protection of intellectual property rights. In this way, we will be able to add new protocols and blockchains to our growing ecosystem in an agile and scalable way.

The remaining 10% will go towards: (i) daily administrative and operational tasks, such as office rental, logistics management, transportation, finance, reporting, and external audits; and towards (ii) maintaining daily working capital with different liquidity providers, regulatory capital standards, and efficient cash-flow with banking partners, payment processors and other service providers.

### 3. Information on the Public Offering Of Tokens

#### a. Private Offering and Public Offering

The content of this document describes the conditions of the sale of B2M tokens, which will be carried out in two phases:

- Private Offering

Of the total 5 billion B2M tokens to be issued by Bit2Me, Bit2Me reserves the right to sell up to a total of up to 10% of tokens privately, during the private subscription period from June 8 at 00:00 to July 15 at 23:59 (Madrid, Spain hour).

- Public Offering

Upon completion of the Private Offering, the Issuer will offer up to 25% of the total tokens to be generated by the Issuer in a Public Offer through the website <https://bit2me.com> during the subscription period indicated in paragraph 4.g of this document.

#### b. Hard Cap

The maximum amount to be placed between the private offering and the public offering will amount to €20 million.

#### c. Token Price and Sale Stages

- Private Sale

- Lock-Up period: 6 months from 1 July 2021
- Vesting<sup>2</sup> (release): 6 months from the end of the *lock-up* period.
- Purchase limits: Minimum €30,000 — Maximum €300,000
- Maximum % of total issuance: 10%.
- Maximum number of tokens to be issued: 500,000,000
- Token price: €0.005

- Public Sale: Phase 1

- Lock-Up period: 6 months from the end of Phase III
- Vesting (release): 6 months from the end of the *lock-up* period.
- Purchase limits: Minimum €1,000 — Maximum €300,000
- Maximum % of total issuance: 10%.

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<sup>2</sup> The term Vesting refers to the progressive release of tokens during the specified period, in this case 6 months, with the accrued amount of tokens being distributed on a monthly and proportional basis during said period.

- Maximum number of tokens to be issued: 500,000,000
- Token price: €0.01
  
- Public Sale: Phase 2
  - Lock-Up period: 3 months from the end of Phase III
  - Vesting (release): 3 months from the end of the *lock-up* period.
  - Purchase limits: Minimum €500 — Maximum €200,000
  - Maximum % of total issuance: 10%.
  - Maximum number of tokens to be issued: 500,000,000
  - Token price: €0.015
  
- Public Sale: Phase 3
  - Lock-Up period: 1 month from the end of Phase III
  - Vesting (release): After the end of the lock-up period.
  - Purchase limits: Minimum €100 — Maximum €100,000
  - Maximum % of total issuance: 5%
  - Maximum number of tokens to be issued: 250,000,000
  - Token price: €0.02

#### d. Target Market

The target market for the sale of the B2M token is primarily the user base, collaborators and partners currently or potentially interacting with Bit2Me.

In the Bit2Me ecosystem, customers, brands, merchants and services interact with each other. From a B2C perspective, users can employ all our trading and wallet solutions (spot, liquidity pools and OTC).

Institutions are also an important part of the ecosystem, both interacting directly with the platform and through it, reaching our customers. This B2C2B dynamic involves several of our products and services.

That said, the target market for this offering, given the potential utility of holding and using the B2M token, are:

- Current and potential retail customers of the platform.
- Current and potential institutional customers of the platform.
- Partner brands
- Institutions with an interest in entering the crypto-asset ecosystem.

e. Subscription Period

The subscription period will be divided into three phases as detailed in this document.

Dates and times are based in Madrid, Spain.

- **Private Sale:** June 8, 2021 to July 15, 2021 23:59:59.
- **Phase I:** September 6, 2021 12:00:01 to September 13, 2021 11:59:59.
- **Phase II:** September 13, 2021 12:00:01 to September 21, 2021 11:59:59.
- **Phase III:** September 21, 2021 12:00:01 to September 30, 2021 11:59:59.

f. Payment Methods for Acquiring the B2M Token

The following payment methods are offered for the purchase of B2M tokens:

- Bank transfer.
- Credit card.
- Active Tikebit cash.
- Any cryptocurrency supported for trading on the Bit2Me platform.

During the terms of each public sale option, users will be able to subscribe funds to the wallet and the resulting balance will be deposited in the same wallet when the sale ends. Depending on the option chosen and the lock-up period, users will be able to sell or withdraw their balance.

g. Token Delivery

The delivery and unlocking of tokens will take place entirely on the Bit2Me platform. In the first instance, all corresponding tokens for each user will be visible in their Bit2Me account, although subject to different locking models according to the following list, although subject to different locking models according to the following list.

Dates and times are based in Madrid, Spain.

- **Private sale:** Subject to a 6-month lock-up period from July 1, 2021: January 1, 2022). The release will be gradual, after the blocking period, during the following 6 months of 1/6 of the total per month (first day of each month between 00:00 and 23:59, including January).
- **Public sale Phase I:** Subject to 6 months lock-up from the end of the Phase III offering (end lock-up: April 1, 2022). The release will be gradual, after the blocking period, during the following 6 months of 1/6 of the total per month (first day of each month between 00:00 and 23:59, including April).
- **Public sale Phase II:** Subject to a 3-month lock-up from the end of the Phase III offering (end lock-up: January 1, 2022, including January). The release will be gradual, after the blocking period, during the following 3 months of 1/3 of the total per month (first day of each month between 00:00 and 23:59).

- **Public sale Phase III:** Subject to 1 month lock-up from the end of the phase III offer (end lock-up: November 1, 2021, between 00:00 and 23:59). The release, after the lock-up period, will be in a single tranche of 100%.

The tokens will be delivered to the Bit2Me Wallet user accounts.

h. Token Trading Platform

Tokens will not only be available for purchase on Bit2Me's web and mobile platforms during the subscription period but can also be traded within the Bit2Me platform after the subscription period ends.

i. Jurisdiction and Competence

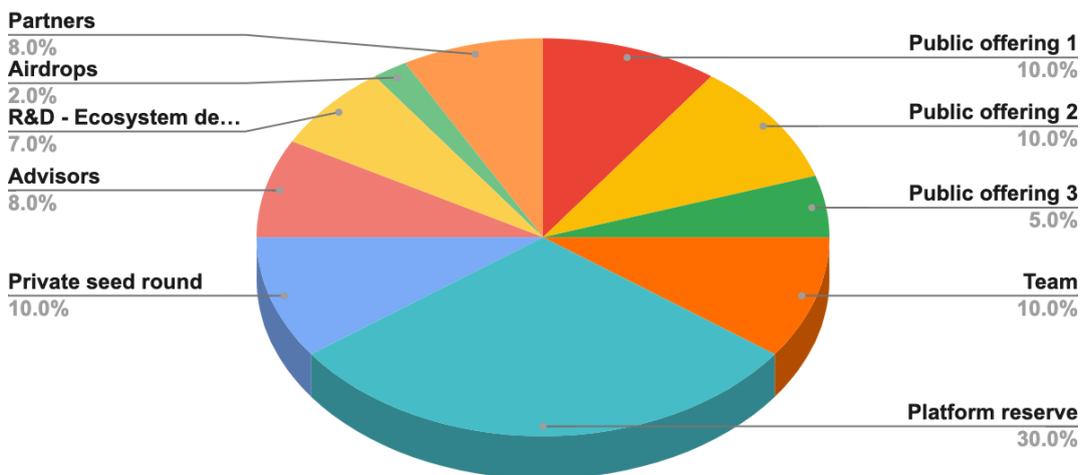
Any incidence derived from this document and/or its respective subscription terms of annexed will be subject to Spanish legislation.

Waiving any other jurisdiction that may correspond, the buyers submit to the Courts of Madrid, to resolve any differences that may arise in the interpretation or execution of this document and/or its respective subscription terms annexed.

**4. Token distribution**

The Issuer, Bit2Me commits to issue no more than 5 billion B2M tokens, whose a priori distribution will be configured as follows (remaining subject to future changes):

**Distribution**



### **Public Offering**

25% of the entire token supply will be sold during the ICO on the Bit2Me platform.

### **Private Offering**

10% of the total supply will be distributed to strategic investors in a seed round.

### **Team**

10% of the supply will be reserved for teams involved in the project with a lock-up period of 6 months. These tokens will also be used to attract new talent to the team in the future, as well as to encourage and retain existing team members. The unlocking period for these tokens ranges from 6 to 24 months.

### **Technology Partners**

8% of the tokens will go towards incentivizing merchants and technology partners to join the platform, which will generate greater network effects with each new partnership.

### **R&D — Ecosystem Development**

7% of the tokens will be used to carry out different protocol integrations, improve and keep the infrastructure updated, as well as implement of innovative ideas on the existing technology base.

### **Advisors**

8% will be used to collaborate with key strategic advisors with deep industry knowledge and experience. The *lock-up* period that precludes their sale ranges from 1 to 12 months.

### **Airdrops**

Bit2me will reserve 2% of the total supply for Airdrops promoting new products and token use cases.

### **Platform Reserve**

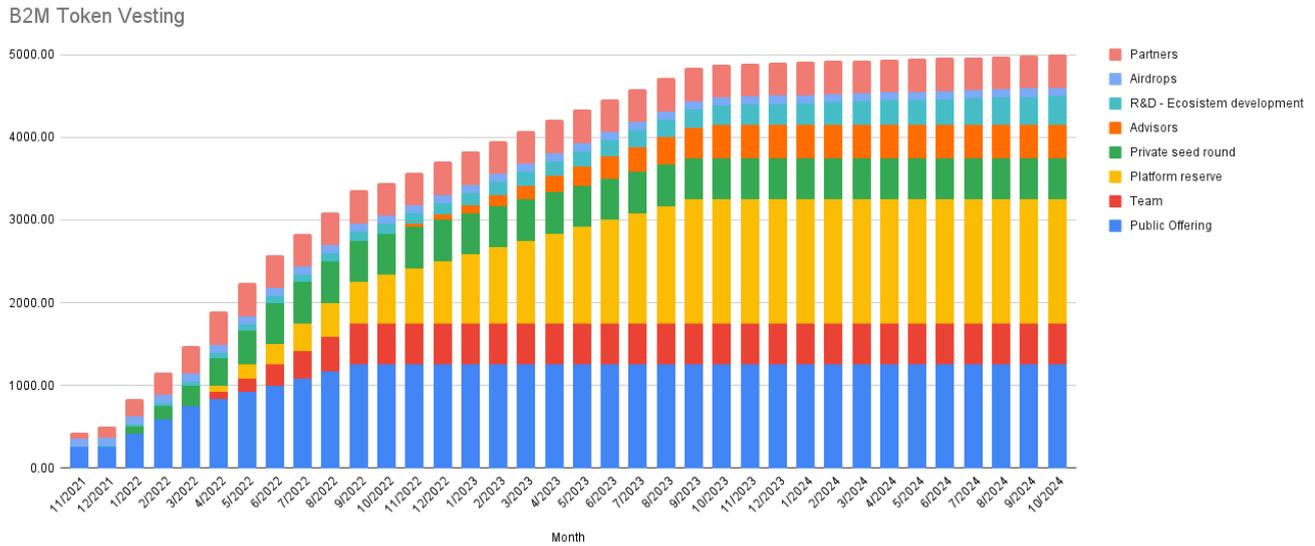
The Reserve will retain 30% of all supply to maintain a healthy market activity in the B2M token and provide flexibility in the early stages of the suite. Even in the unlikely event of a technical or security breach resulting in the loss of funds, the reserve will be used to compensate affected users.

### **Token Burning Mechanisms**

In the interest of maintaining a healthy market, token buyback and burning may occur every quarter depending on market dynamics and growth.

a. Token Retention Periods (Lock-Up)

In order to improve the usability and distribution of tokens in the market, Bit2Me will make the transferability of the tokens that do not correspond to the Private Offering and the Public Offering impossible during the periods indicated in the following chart.



## 5. Information on the Underlying Technology

a. Technology Used

Blockchain technology in general, and the Ethereum blockchain in particular, in addition to allowing the generation and transmissibility of cryptocurrencies (digital assets created with distributed databases whose main purpose is to serve as a unit of account, medium of exchange and store of value), it also allows the creation and distribution of units of account for purposes other than the former, which are called tokens.

Depending on the characteristics and properties attributed to such tokens, they will have a different technical and legal treatment.

In the case in question, as already anticipated, the tokens in question will have the characteristics described in the previous points.

As for their technical structure, the tokens issued will follow the ERC-20 token standard<sup>3</sup> to be issued on the Ethereum blockchain.

The smart contract will be developed with Solidity programming language and will be deployed on the Ethereum mainnet.

<sup>3</sup> <https://github.com/ethereum/eips/issues/20>

The Issuer reserves the possibility that the operation of the tokens may undergo technological changes, always trying to ensure that these are always as less harmful as possible for the buyer.

a. Technology Audit

The technology auditing of the smart contracts that execute the issuance of tokens will be carried out by the company Dekalabs ([Dekalabs.com](https://dekalabs.com)).

## 6. Risks

A token carries many implicit risks, some of which we will mention below, but this does not mean that there are no others.

These risks may result in the complete loss of tokens, or their value.

The token holder assumes and fully understands all the risks involving tokens.

In the event that the token loses value or anything else occurs, the token issuer may not, under any circumstances, compensate the token holder in any way.

a. Offering and Trading Risks

- Illiquidity Risk

It is possible that the token in question may not be listed on any secondary market or that there may be a lack of liquidity in OTC (Over-The-Counter) markets.

The company is not responsible for any fluctuations that the token in question may suffer in any type of market, or for the fact that such markets may allow the token to be listed, which may entail illiquidity risks. Even if the token were to be listed on a third-party platform, such platforms may not have sufficient liquidity or even face risks of regulatory or compliance changes, thus being susceptible to failure, fraud or manipulation.

In addition, to the extent that a third-party platform lists the token in question, granting an exchange value to the token (either in cryptocurrencies or fiat money), such value may suffer volatilities. As a buyer of this type of asset, the user assumes all risks associated with the aforementioned speculation and risks.

b. Risks Associated With the Execution of the Project and/or the Issuer

- Forward-Looking Information Risk

Certain information contained herein is forward-looking, including financial projections and business growth projections. Such forward-looking information is based on what the Company's management believes to be reasonable assumptions, and there can be no assurance as to the actual results. Future events could differ substantially from those anticipated.

- Unanticipated Risks

Cryptographic tokens are a newly created technology that is still in the testing phase. In addition to the risks mentioned above, there are other risks associated with their acquisition, storage, transmission and use, including some that can hardly be anticipated. Such risks may further materialize with unforeseen variations or arising from combinations of the above-mentioned risks.

- Regulatory Risk

Blockchain technology allows for new forms of interaction and certain jurisdictions may apply existing regulations or introduce new regulations that address applications based on blockchain technology, which may be contrary to the current configuration of smart contracts and may, among other things, result in substantial modifications to smart contracts, including their termination and the loss of tokens to the buyer.

- Risk of Project Failure or Abandonment

The development of the project proposed by the Issuer herein may be impeded and stopped for different reasons, including lack of interest from the market, lack of funding, lack of commercial success or prospects (e.g., caused by competing projects). This token issuance does not guarantee that the objectives set forth herein will be fully or partially developed or that it will bring benefits to the holder of tokens offered by the Issuer.

- Competitive Risk

It is possible that other companies may provide services similar to that of the company. The company could compete with these other businesses, which could have a negative impact on the services provided by the company.

c. Risks Associated With Tokens and the Technology Used.

- High-Risk Product

This type of product has high implicit risk. The value of tokens may fluctuate up and down and a buyer may not recover the capital initially used.

There may also be changes in taxation and/or possible tax deductions. The aforementioned taxes and tax deductions always refer to those in force and their value will depend on the circumstances of each buyer. Participation in such projects must always be made taking into account all the information provided by the issuer.

- Software Risk

The smart contract by which the referred tokens are traded are based on the Ethereum protocol. Any malfunction, crash or abandonment of the Ethereum project may cause adverse effects on the operation of the tokens in question.

On the other hand, technological advances in general and in cryptography in particular, such as the development of quantum computing, may bring risks that result in the malfunction of the Tokens in question.

Smart Contracts and the software on which they are based are at an early stage of development. There is no guarantee or way to ensure that the issuance of tokens and their subsequent marketing may be interrupted or subject to any other type of error, remaining an inherent risk of defects, failures and vulnerabilities that may result in the loss of the funds contributed or the tokens obtained.

There is a risk of hacker attacks on the technological infrastructure used by the Issuer and on essential networks and technologies. As a result, the Issuer may be partially, temporarily or even permanently prevented from carrying out its business activities.

In the case of Ethereum Proof-of-Work consensus mechanism, it could be the case that someone could control more than 50% of the computational power of blockchain miners in a so-called 51% attack and thus takes control of the network (blockchain). Using more than 50% of the mining power (hash power), the attackers will always represent the majority, meaning they can impose their version on the blockchain.

In principle, this is also possible with less than 51% of the mining power. Once the attackers have gained control of the network, they could reverse or redirect initiated transactions, so that "double-spending" (i.e., perform multiple transactions of the same token) would be possible. The attacker can also block the transactions of others by denying confirmation.

Other computer attacks on the Ethereum blockchain, software and/or hardware used by the Issuer could also occur. In addition to hacker attacks, there is a risk that Issuer's employees or third parties may sabotage technological systems, which may result in the failure of the Issuer's hardware and/or software systems. This could also have a negative impact on the Issuer's business activities.

- Risk of Custody / Loss of Private Keys

Tokens issued by the Issuer can only be acquired using an Ethereum digital wallet for which the token buyer has its respective private key and password. The private key, as a general rule, is usually encrypted by a password.

The Issuer's token buyer acknowledges, understands and agrees that in case of loss or theft of the private key or password, the tokens obtained and associated with the Ethereum digital wallet, the buyer may lose access to the tokens permanently. In addition, any third party with access to the aforementioned private key could misappropriate the tokens contained in the digital wallet in

question. Any error or malfunction caused by or related in any way to the digital wallet or token storage system in which the buyer wishes to receive its tokens may also result in a loss of tokens.

- Risk of Theft

The concept of Smart Contracts, and the software platform on which they operate (i.e., Ethereum) may be exposed to cyber-attacks or hacks by third parties, whether through malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Any of these attacks could result in the theft or loss of invested capital or acquired tokens which, in turn, could lead to the non-achievement of the objectives set forth by the Issuer herein.

- Risk of Incompatible Wallet Services

The digital wallet service provider or the digital wallet used to receive tokens must comply with the ECR-20 token standard to be technically compatible with such tokens. Failure to ensure such compliance may result in the investor not gaining access to their tokens.

## **7. General Terms and Conditions of Marketing and Subscription of the "B2M Token" (hereinafter T&C B2M Token)**

### **a) General Description**

The Subscriber/Buyer acknowledges and accepts that these GENERAL TERMS AND CONDITIONS OF B2M TOKEN ISSUANCE SUBSCRIPTION (hereinafter referred to as the B2M Token T&C) included in this WHITE PAPER are supplemented by the GENERAL TERMS AND CONDITIONS OF Bit2Me SERVICES available at: <https://bit2me.com/es/legal/terminos-y-condiciones>, which have been duly accepted in their entirety upon registration as a Bit2Me platform user.

The subscriber/buyer acknowledges that having read and understood all the headings contained in the WHITE PAPER and these B2M Token T&Cs, available on the Bit2Me website [<http://www.bit2me.com>], they wish to subscribe/purchase a certain number of B2M Token by the terms set forth therein.

These B2M Token T&Cs do not constitute and may not be used for the purpose of an offer or invitation to subscribe for, purchase or otherwise acquire the B2M Token by any person in any jurisdiction:

- in which such offer or invitation is not authorized; or
- where the person making such offer is not qualified to make such offer or invitation; or
- to any person to whom it is unlawful to make such an offer or invitation.

Subscribers/Buyers should not construe the contents of these T&Cs as legal, business or tax advice. Each Subscriber/Buyer should consult its attorney, company and tax advisor regarding legal, business, tax and related matters connected with this agreement. The content of the Bit2Me websites or any website linked, directly or indirectly, to the Bit2Me website is not a part of these T&Cs. Accordingly, no purchaser should rely on the information or other data on such websites as a basis for any decision to invest in the B2M tokens.

#### **b) Entry into force and modifications of the T&C B2M Token**

These T&C will come into force and, therefore, will apply to Bit2Me and the subscriber/buyer, from the moment the following conditions are met: Having given the user conformity to the same by clicking the button "I have read and accepted the T&C B2M Token" enabled on the Platform or in the Application.

However, and in compliance with the provisions of Article 28 of Law 34/2002 of July 11, 2002, on Information Society Services and Electronic Commerce (LSSI), within a maximum period of twenty-four hours from the entry into force of the GENERAL CONDITIONS, Bit2Me will confirm acceptance of these T&C confirming the entry into force of the same.

#### **c) Object**

The object of these T&C B2M Token is the purchase and sale of B2M Tokens. In consideration for the payment of the Purchase Amount by the Subscriber/Buyer to Bit2Me, which is made on the date of subscription of these T&Cs, Bit2Me transfers to the Subscriber/Buyer, and the Subscriber/Buyer acquires the corresponding amount of B2M Tokens, which will be delivered and unlocked as set forth in section 3.g of this white paper.

#### **d) Subscriber/Buyer Rights and Obligations**

- To purchase B2M tokens, the user must have a verified account at <https://bit2me.com>. To do so, they must go through the KYC and AML process, link a cell phone and confirm their email address. The Identity information collection service is provided by Jumio for both mobile and web customers.
- Subscriber/Buyer has total legal capacity, power and authority to execute, deliver and perform its obligations under these T&Cs.
- The subscriber/buyer of the token is obliged to the effective payment of the B2M tokens in any of the payment methods offered by Bit2Me.
- Every subscriber/buyer of B2M tokens is obliged to comply with the rules of conduct and navigation of the Bit2Me website, as well as the terms and conditions of the platform.
- Every buyer of B2M Token is obliged to act always in good faith.

- The subscriber/buyer makes this purchase and sale on his own initiative and on his own account, and does not arise from any advisory activity of Bit2Me or its staff, and does not act as a representative or agent, nor with a view to the distribution of the same or for resale.
- The subscriber / purchaser declares that he has knowledge and experience in financial and business matters such that he is capable of evaluating the risks and advantages of accepting the present T&C and assuming his rights and obligations thereunder. He is also capable of incurring a total loss on such investment without impairing his financial position and is capable of bearing the economic risk of such investment for an indefinite period.
- Although Subscriber/Buyer hereby subscribes to all of the foregoing in the expectation that it will benefit from the functionality of the Bit2Me Platform, derived from the efforts of Bit2Me and its employees to develop the Bit2Me Platform, Subscriber/Buyer acknowledges and agrees that the development of the Bit2Me Platform may or may not occur, may be subject to uncertainties and certain risks, which may or may not have been disclosed herein, and which may or may not be under the control of Bit2Me.

**e) Rights and Obligations of the B2M Token Issuer**

*Bit2Me (hereinafter referred to as the "Issuer"), accepts responsibility for the contents of this document and declares that, to the best of its knowledge, the information contained in this Document is accurate, and that no relevant data has been omitted.*

*The Issuer declares that, in preparing this document, it has taken all reasonable precautions to ensure that, to the best of its knowledge, the information contained in the document is correct and does not omit any facts that may affect the statements made in the document.*

*If claims are brought before a court on the basis of the information contained in this document, the buyer acting as plaintiff may, under the individual national laws of the Member States of the European Economic Area, have to pay the costs of translation of the document prior to the commencement of court proceedings.*

*Taking into account that the European Commission has issued a Proposal for a REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on Markets in Crypto-assets, and amending Directive (EU) 2019/1937 intended to regulate, among other issues, the emission of tokens, including the B2M token, subject of the present issuance, the Issuer has chosen, in the absence of any other regulation in this regard and despite the fact that the regulation is not in force as of the last date of update of this document, to follow the criteria and recommendations of said Draft Regulation of this document in the drafting of this white paper.*

*Bit2Me declares that it is a duly incorporated company, validly existing and in good standing under the laws of Spain, and has the power and authority to own, hold and operate its assets and rights under a valid legal title and carry on its business as now conducted.*

*The execution, delivery and performance hereof by Bit2Me is within the objects and powers of Bit2Me, and has been duly authorized by all bodies, shareholders and other bodies necessary for that purpose on the part of Bit2Me.*

*The WHITE BOOK and these B2M Token T&Cs constitute a legal, valid and binding obligation of Bit2Me, enforceable against it in accordance with their terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.*

*Bit2Me has obtained all necessary internal corporate approvals in connection with the execution hereof.*

a. Description of Token Features and Functionalities

B2M Token aims to become the backbone of the Bit2Me ecosystem. Bit2Me has carefully designed incentive schemes to benefit the growing user base, increasing network effects. To do this, it could give advantages to token holders in the following ways: (it is not 100% certain that all of these ways are included, moreover others could be included as well).

- Commissions/Fees

Users who maintain the required B2M balance will enjoy up to 90% discount on:

- Bit2Me Wallet trades.
- Bit2Me Trade trades.
- Legal tender deposits and withdrawals.
- Bit2Me Card issuance and use.
- Bit2Me Academy training.
- Blockchain transfer.
- OTC.

In addition, users will be able to pay the applied fees with their B2M balance. By doing so, they will get an even greater discount on each suite rate. A combined tariff scheme will be implemented between the amount of retained (*held*) B2M and the volume traded in the last 30 days.

- Rewards

- Academy sponsored content.
- Bit2Me growth interest rates. Users will be able to lend their Digital Assets to others in exchange for a corresponding return. These users will get advantageous conditions on this service if they decide to collect those returns in B2M token.
- Bit2Me Card Refunds. Users who make purchases from Bit2Me partners, with their card, will receive at the end of the month a reimbursement of a percentage of the purchase. This percentage will be higher for those who have tokens on their balance sheet and want to receive this refund in the form of tokens.

- Governance

Although Bit2Me is a custodial wallet, it may include the functionality for the B2M token to be used for users to vote on future functionality to be offered in the suite:

- Listing of new cryptocurrencies.
- Adding merchants to the marketplace and debit card refunds.
- Supported protocols.
- Academy articles and live interviews.
- Integration of systems that allow for returns on specific crypto-assets (*staking*)

- Future Integrations and Developments

*NOTE: IT IS POSSIBLE THAT IN THE EVENT OF TECHNICAL DIFFICULTIES, DISSENT ABOUT THE ROADMAP, CHANGES IN THE ECOSYSTEM OR LACK OF SUFFICIENT DEMAND, SOME OF THESE INTEGRATIONS MAY NOT BE DEVELOPED.*

The Bit2Me token will be at the center of the roadmap for the future of the company. Each new product and innovative solution will have a better network effect and provide new benefits derived from keeping B2M on the user's balance sheet.

Access to some of the new cryptocurrencies and features in the Bit2Me *suite* may be offered first to token holders, as well as to airdrops from partner projects that are looking to work with our user base. In addition, a robust ecosystem will be established around the token, including liquidity pools on decentralized exchanges and vaults and the token list on centralized exchanges.

**f) Tax**

Each Party shall be responsible for all direct and indirect taxes levied by the authorities on such Party.

**g) Liability**

Each Party shall be liable for any breach of its obligations under these B2M Token T&Cs.

**h) Invalidity of any provision**

If for any reason any clause or provision of these B2M Token T&Cs is held invalid, this shall not affect the remaining clauses or provisions, which shall remain in full force and effect.

**i) Prevention of Money Laundering**

The activity of Bit2Me as a provider of cryptocurrency exchange services is subject to Law 10/2010 on the Prevention of Money Laundering and Terrorist Financing, being the operations or

transactions with cryptocurrencies included within the typology of obligated parties under Article 2, 1. z) of Law 10/2010 of PBC.

As established in the GENERAL TERMS AND CONDITIONS OF SERVICES of the Bit2Me platform, Bit2Me informs the subscriber/buyer that such regulation requires, among other obligations, to identify its users, collect information on the nature of their professional or business activity and report, either at the request of the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offenses, or ex officio, of any fact or operation with respect to which there is an indication or certainty that it is related to money laundering.

#### **j) Data Protection**

As set out in the GENERAL TERMS AND CONDITIONS OF SERVICES of the Bit2Me platform the processing of personal data for the management of the present T&C B2M Token will be carried out in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing the (GDPR), the Organic Law 3/2018, on Data Protection and Guarantee of Digital Rights (LOPDGDD) and other Data Protection regulations.

The subscriber/buyer acknowledges that the Privacy Policy of the Bit2Me website has been accepted prior to the acceptance of the present T&C B2M Token. The full Privacy Policy is accessible at the following link <https://bit2me.com/legal/privacy>

#### **k) Subscriber/buyer support service**

As established in the GENERAL TERMS AND CONDITIONS OF SERVICES of the Bit2Me platform, the subscriber/buyer can directly contact an agent at the following address: <https://soporte.bit2me.com>.

#### **l) Applicable Law and Jurisdiction**

These T&C B2M Token shall be governed and interpreted by Spanish law. In all matters not expressly provided for, by mercantile legislation and in a supplementary manner, by the provisions of the Civil Code.

The subscribers/buyers submit themselves to the Courts and Tribunals that by the legal system correspond to them for any actions and claims that may arise from these T&C B2M Token, renouncing to this effect to any other jurisdiction that may correspond to them.

#### **m) Pre-booking**

Operation of the pre-booking and purchase scheduling to participate in the Bit2Me ICO:

The objective is to allow the user to leave a scheduled purchase to have preference in participation when the public sale phases of the Bit2Me ICO start. This being the best opportunity to participate in case of high demand.

1. The user will be notified of the possibility to make a pre-booking + purchase schedule before the start of the public sale phases. This functionality will be communicated through various channels (mail, notifications, social networks, etc.).

2. To make the pre-reservation and purchase programming, the user must access a form, fill in the information of participation in each of the phases indicating the amount in euros with which he/she is interested in participating <https://landing.bit2me.com/token-preferencias>

3. Once this form has been filled in and sent, the user will receive an email to confirm that the amounts entered are correct and must confirm it (by clicking on a button in the email) if he/she wishes to schedule the purchase indicated. The pre-reservation is stored but until the user does not press the confirmation button that he/she receives in his/her email, the purchase order will not be programmed in his/her euro wallet.

4. Once the pre-reservation is confirmed (having clicked on the e-mail button), the user must enter the total amount of euros indicated in the form in his/her euro wallet.  
At the moment when the public sale period starts, the operations confirmed through this form will be executed by deducting the amounts indicated by the users from their EURO wallet.

5. IF the user does not have the pre-reserved and confirmed amount in his/her EURO wallet at the time when the corresponding public sale phase begins, the transaction cannot be executed and therefore the opportunity will be lost, it being understood that the user desists from the pre-reservation made.  
It is the user's responsibility to ensure that he/she has sufficient funds to carry out the transaction.

6. Users who make the pre-reservation will have preferential opportunity in the acquisition of the Token, however the amount of Token offered in each phase is limited so Bit2Me is not responsible nor does it guarantee that in the face of a high demand for Token all pre-reservations can be met.

## 8. Disclaimers

- Notice to residents of the EU/EEA

The B2M token is not a guarantee or a financial instrument within the meaning of the Markets in Financial Instruments Directive (MiFID II) of the European Parliament (2014/65/EU), securities or other laws of the member states. The B2M is not a guarantee of any kind and does not represent any right to vote, manage or share the profits of any entity. B2M token does not represent the ownership of any physical asset and will not be refundable.

- Notice to residents of the United States

The B2M token offer and sale have not been registered under the U.S. Securities Act of 1933, as amended, or under the securities laws of certain states. The B2M may not be offered, sold or otherwise transferred, pledged or hypothecated except as permitted under the Act and applicable state securities laws according to an effective registration statement or an exemption therefrom.

- Notice to residents of Australia

No SAFTs, placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission concerning the offering. The SAFT and any documents used in connection therewith and any related documents do not constitute a prospectus, product disclosure statement, or other disclosure documents under the Corporations Act 2001. In Australia, somebody may only offer the B2M to "sophisticated investors" or "professional investors" or otherwise according to one

or more exemptions contained in the Corporations Act so that it is lawful to offer the B2M in observance with applicable laws.

- Notice to residents of the People's Republic of China

The rights to B2M are not being offered or sold and may not be offered or sold, directly or indirectly, within the People's Republic of China, except as expressly permitted by the laws and regulations of the People's Republic Of China.

- Notice to residents of Japan

The B2M has not been registered and will not be registered under Japan's securities or financial laws. The potential purchasers of the B2M agree not to re-transfer or re-assign the B2M to anyone other than non-residents of Japan except pursuant to a private placement exemption from the registration requirements of, and otherwise in compliance with, the relevant laws and regulations of Japan.

- Notice to residents of the Russian Federation

The SAFT and any related documents are not an offer, or an invitation to make offers, to sell, purchase, exchange or otherwise transfer securities or foreign financial instruments to or for the benefit of any person or entity resident, incorporated, established or having their usual residence in the Russian Federation. The SAFT and any documents used in connection to B2M offer and sale are not advertisements in connection with any securities' placement or public circulation as determined by Russian laws. The B2M is not intended for placement or public circulation in the Russian Federation. Neither the SAFT nor any other document relating here to has been or will be registered with the Central Bank of the Russian Federation.

- Notice to residents of Switzerland

B2M may not be publicly offered in Switzerland and will not be listed on the Swiss exchanges or on any other stock exchange or regulated trading facility in Switzerland. SAFT and any related documents have been prepared without regard to the disclosure standards for issuance prospectuses under the Swiss Code of Obligations or the disclosure standards for listing prospectuses. Neither SAFT nor any related marketing material may be publicly distributed or otherwise made publicly available in Switzerland. SAFT and any related marketing materials have not been and will not be filed with or approved by any Swiss regulatory authority, mainly including the Swiss Financial Market Supervisory Authority. The B2M token offer and sale has not been authorized under the Swiss Federal Act on Collective Investment Schemes.

- Notice to residents of the United Kingdom

In the United Kingdom, the SAFT is being distributed only to and is directed only at (and any purchase activity to which it relates will be engaged only with) investment professionals (within the meaning of article 19(5) of the Financial

Promotion Order (the "FPO"); (ii) persons or entities of a kind described in article 49 of the FPO; (iii) certified sophisticated investors (within the meaning of article 50(1) of the FPO); and (iv) other persons to whom it may otherwise lawfully be communicated (all such persons together being referred to as "relevant persons"). Persons who are not relevant persons should not take any action in connection with the SAFT or based upon any documents used in connection therewith. It is a condition of the acquisition of the B2M that the person warrants to be a relevant person. The SAFT and any documents used in connection therewith have not been approved by any regulatory authority in the United Kingdom.

- Notice to residents of all jurisdictions

No action has been taken to permit the offer, sale, possession or distribution of the B2M or any related documents in any jurisdiction where action for that purpose is required. You are required to inform yourself about and to observe any restrictions relating to B2M offering, the SAFT, and any related documents in your jurisdiction.

No one contemplates an economic return for the purchase of the B2M, and you should not buy B2M for any speculative purposes. The participation in the sale of the B2M token must not have any expectation of benefits, dividends, capital gains, financial performance or any other return, payment or income of any kind. The purchase of B2M carries a substantial risk that could lead to a loss. There is no guarantee that the objectives will be achieved or that the B2M tokens will always have or maintain value within the ecosystem.

Any resale of the B2M must be made per exemptions from the securities requirements and in compliance with the requirements of applicable laws.