BIT2ME INFORMS THAT THESE TERMS AND CONDITIONS ARE EXCLUSIVELY APPLICABLE TO THE BIT2ME REFERRAL PROGRAM OR "INVITE A FRIEND." BY APPLYING TO JOIN THIS PROGRAM, YOU ACKNOWLEDGE HAVING READ, UNDERSTOOD, AND EXPRESSLY ACCEPTED THE TERMS AND CONDITIONS APPLICABLE TO SAID PROGRAM. THESE TERMS AND CONDITIONS CONSTITUTE A BINDING CONTRACT BETWEEN THE USER OR REFEREE AND BIT2ME.

1. DEFINITIONS

- **Term**
  - **Definition**
- **"BIT2ME", "we", "us" or "our"**
  - BITCOINFORME, S.L. (hereinafter "BIT2ME"), a limited liability company with VAT Number: B-54835301 and address in Elche, Germán Bernacer Street, 69 - 03203 (Alicante), registered in the Commercial Register of Alicante, in volume 3828, folio 110, Entry 1 with Sheet A-143230, and contact email: info@bit2me.com
- **"website"; "web"**
  - Online site through which BIT2ME provides its services as a "crypto-assets exchange" and other related information society services.
- **"user"**
  - Natural person who, on their behalf or on behalf of a legal entity, navigates and uses BIT2ME's website and services through its platform.
- **"referral program"**
  - Reward program for users who invite third parties, through their referral code, to register as BIT2ME users and make a purchase of one of the available crypto-assets.
- **"referrer" or "the one who refers"**
  - User who subscribes to BIT2ME's referral program and receives remuneration for each referral who subscribes to the platform using their referral code generated by the platform.

- **"fees" or "benefits"**
  - Remuneration that the referrer receives for each user who subscribes to the program and for each operation made by each referred user.
- **"depth level"**
  - Referral relationship that the new referral has with the referrer who shares their link. Depth levels are child, grandchild, and great-grandchild.
- **"child"**
  - Direct referrals (hereinafter referred to interchangeably as "referrals" or "children"),
- **"grandchild"**
  - Referrals of referrals (hereinafter referred to interchangeably as "sub-referrals" or "grandchildren"),
- **"great-grandchild"**
  - Referrals of sub-referrals (hereinafter referred to interchangeably as "sub-sub-referrals" or "great-grandchildren")
- **"score level"**
  - Stage in which each referrer is determined based on the accumulation of points earned by the number of operations performed by their sub-referrals, which will vary depending on the depth level to which each referral belongs.
- **"wallet"**
  - Virtual wallet where the user or referrer can deposit both their fiat currencies and their cryptocurrencies. A user can have as many wallets as they wish.
- **"Referral"**
  - Natural person who, on their behalf or on behalf of a legal entity, registers as a user on the platform using a referral code.

2. WHAT IS THE VARIABLE REFERRAL PROMOTION?

2.1. The variable referral promotion offers registered BIT2ME users (referrers) the possibility of receiving remuneration in exchange for referring BIT2ME's services to

third parties who ultimately register and make one or more purchases of crypto-assets through the platform (referrals). The remuneration will be calculated based on the number of referrals who create an account and make cryptocurrency purchase operations.

3. AGREEMENT

3.1. Referrers will be responsible for determining, at their own expense and risk, the most effective way to obtain referred users while respecting the applicable terms and conditions.

3.2. Referrers will be solely responsible for the means, technologies, and third parties they employ to obtain referred users.

3.3. Any activity carried out under this referral promotion will be consistent with the terms and conditions set forth here, but at no time does BIT2ME obligate referrers to carry out specific activities.

3.4. Referrers will be solely responsible for fulfilling any obligations arising from their activity, whether these are tax-related, social security, or of any other type.

3.5. The relationship between BIT2ME and the referrer will always be that of independent parties, and the collaboration agreement established here does not imply any labor, commercial, or other dependency. Each party acts on their own account and risks, without the responsibilities or obligations associated with each other's activity being transferable to the counterpart.

3.6. The referrer agrees not to link BIT2ME with third parties, whether public entities, private entities, or other referrers. The referrer will not be considered an employee, agent, or commercial representative of BIT2ME under any circumstances, nor for the purposes of fulfilling tax, social security, or other obligations, nor for any other purpose. In the event that, due to legal or judicial implications, the referrer is considered an agent, representative, or employee of BIT2ME, the referrer agrees to indemnify, hold harmless, and defend BIT2ME from damages, direct or indirect, or other obligations arising from claims made by any person or entity in such cases.

4. REGISTRATION IN THE PROMOTION

4.1. By registering, the referrer agrees to provide truthful, complete, and updated information both at the time of registration and at all times during their relationship with BIT2ME.

4.2. BIT2ME reserves the right to reject any registration that does not comply with, or is not in agreement with, the standards set by them.

4.3. Each user may register only one referral account, and if BIT2ME detects an attempt to create a second account, it reserves the right to reject such registration and take other measures.

5. DESCRIPTION OF THE PROMOTION

The main features of the promotion are described below.

5.1. There is no limit to referrals. Users may invite as many users or people as they wish, without any limit.

5.2. Referral depth. Each referrer can obtain benefits from up to 3 levels of sub-referrals. Thus, each referrer can have multiple sources of income, from direct referrals ("children") to two more levels of sub-referrals, i.e., referrals of referrals ("grandchildren"), and referrals of sub-referrals ("great-grandchildren").

5.3. Duration of the referral condition. The condition of child, grandchild, or great-grandchild referral to a referred user who has shared their link will be maintained during the first year of the referral.

5.4. Scoring levels. Up to 5 levels of benefits have been designed, depending on the points accumulated by the referrer. Each level will determine the generation of a smaller or larger number of fees. The criteria for reaching the levels and their associated benefits will be indicated by BIT2ME in the following comparative table: Referral Promotion Table

5.4.1. BIT2ME reserves the right to unilaterally modify the requirements of the different levels and the benefits associated with them. Such updates will be notified to referrers, with a minimum notice of 5 days, via email, website, and app.

5.4.2. For these purposes, it will be considered that the user fully accepts the new CONDITIONS of the promotion if, after a month from when the modification of the REFERRAL PROMOTION is made available to all users, the user has not requested to unsubscribe or cancel the service. The user may express during the mentioned period that they do not agree with the changes made to the REFERRAL PROMOTION, and must request the cancellation or unsubscribe from the Bit2Me service.

5.6. Benefits for sub-referrals. For the first purchase that a sub-referral makes through BIT2ME, provided it exceeds €100.00, they will receive a bonus of €5.00, which will be immediately credited in the B2M currency in their referral panel. It is reminded that both for the use and withdrawal of said obtained benefit, the considerations referred to in point 7 and the applicable wallet conditions apply.

5.7. Withdrawal of benefits: in case the referrer wants to withdraw their benefits, they must meet the following requirements:

- Have verified identity.
- Have a total rewards amount greater than €1.

6. FUNCTIONING OF THE REFERRAL PROGRAM

6.1. To acquire the status of referrer, you must have a registered and verified user account on www.bit2me.com.

6.2. Access the "Invite and Earn" referral section on the Bit2Me app or website.

6.3. Share your referral link.

6.4. The referrer can analyze, manage their balance, and monitor their rewards as a referrer from the control panel that BIT2ME provides.

6.5. From their own referral panel, the referrer can manage the rewards obtained according to the terms and conditions established herein.

6.6.1. Cookies associated with the link. The cookie associated with the referral link has a maximum duration of seven (7) days, so access, registration, and purchase of crypto by a potential sub-referee within the first seven (7) days will grant sub-referee status and therefore generate income for the referrer. Conversely, if the potential sub-referee accesses but does not register, and purchases crypto within a maximum of thirty (30) days from accessing the link, these operations will not yield any benefit for the referrer, thus breaking the referral chain.

6.7. The cookies associated with the link generated by a referrer do not track user activity across different devices. Therefore, access to the link by a potential sub-referee must occur from the same device used to access the received link. In other words, if a user registers and buys crypto through the same link from different devices, the purchase will not generate fees for the referrer who shared the access link.

6.8. Sub-referee consideration. A user will be considered a sub-referee and thus generate benefits for a referrer as long as they access and register on BIT2ME through a link generated and sent by a referrer. Conversely, if a user receives a link from a referrer, accesses it but does not register, and then registers by a different means, they will not be considered a sub-referee and will therefore not generate benefits for the referrer.

7. ECONOMIC TERMS

In addition to these terms and conditions, regarding the economic conditions of the BIT2ME referral promotion, a summary table detailing the fees for participation in the referral program, classified by source of income, depth level, and existing scoring levels (hereinafter, "benefits table") will be available. In case of contradiction between these terms and the benefits table, the latter will prevail.

7.1. Fees for participating in the referral program will be calculated and paid in the cryptocurrency B2M.

7.2. In case of any breach of the terms or conditions set forth herein, or if any applicable legislation to the activity is violated, the referrer will lose their status and thus stop receiving all promotions that could have been credited after the moment BIT2ME was notified or became aware of the breach, without any right to claim from BIT2ME for such concepts.

7.3. Promotion will not be credited to the referrer's wallet in the following cases as considered by BIT2ME:

7.3.1. If it is demonstrated that the referrer or the referee did not conduct their activity in accordance with these terms and conditions or applicable legislation;

7.3.2. If BIT2ME suspects or in any way becomes aware, directly or indirectly, that the referrer may have committed fraud or acted in bad faith as provided in these terms and conditions and applicable legislation.

7.4. Sources of remuneration. The referrer can obtain rewards from up to two different sources, regardless of the depth level:

7.4.1. Registration as a user and first purchase by their child, grandchild, or great-grandchild.

7.4.2. Any operation carried out by one of their children, grandchildren, or great-grandchildren, without time limit.

7.5. Remuneration process. Considering clause 6 above, the referrer, complying with these terms and conditions and carrying out the activities of the referral program, will receive the corresponding remuneration according to the applicable benefits table.

7.6. Calculation of remuneration. Fees to be received by the referrers will be calculated based on the total commission that BIT2ME obtains from the operations carried out by each user, whether they are a child, grandchild, or great-grandchild.

7.6.1. The depth level, that is, whether the sub-referee is a child, grandchild, or great-grandchild, will determine the percentage on BIT2ME's commission.

7.6.2. The level of points accumulated up to the moment the sub-referee carries out the operation will determine an amount added to the benefit the user would receive as a fee.

7.7. Remuneration limit. Each referrer can earn up to €1,000.00 gross.

7.8. Recurrence of remuneration payment. BIT2ME will make immediate payments to the wallet in the referral panel calculated in EUROS (€) as soon as BIT2ME receives the commission for the operation carried out by the sub-referee. Therefore, once the operation is performed by the sub-referee and BIT2ME receives the commission, the referrer will receive the participation fees in the referral program in their wallet on the BIT2ME platform.

7.9. At the moment of withdrawing the benefits or promotions, the conversion of the euros obtained will be carried out using their value in B2M, using the exchange rate calculated at the same time of withdrawal.

8. OBLIGATIONS OF REFERRERS

8.1. The referring user ensures and guarantees compliance with all applicable laws, rules, or regulations regarding their activity as a referrer.

8.2. The referrer will refrain at all times from providing advice, guidance, or counseling related to referral activity, investments, benefits, or suitability of the referral program.

8.3. The referrer will always refrain from sending links or referral invitations to residents of third countries where crypto-assets or cryptocurrencies are prohibited or subject to potential

confiscation measures, such as Cuba, North Korea, Syria, Iran, or any others of which the referrer or BIT2ME is aware or becomes aware at the time of carrying out referral activities and during the duration of such program.

8.3.1. If the referrer, during their participation in the referral program, becomes a resident of one of the aforementioned countries or any other where crypto-assets or cryptocurrencies are prohibited or subject to potential confiscation measures, the referrer will cease to be eligible to generate fees through the referral program.

8.4. Except for what is directly related to the development of the referral program activity, the referrer may not use BIT2ME's logos, images, graphic elements, or similar.

8.4.1. At all times, the referrer, when using BIT2ME's image or trademarks, will follow the usage and format guidelines published on BIT2ME's website (https://bit2me.com/es/marca).

8.5. At all times, in carrying out activities as a referrer, the following guidelines and considerations will always be followed:

The referrer will comply at all times with the applicable data protection legislation in force, ensuring compliance with basic principles, as well as ensuring that their processing is lawful, legitimate, transparent, fair, and in accordance with current provisions;

8.6. In addition to the above, and without prejudice to others described in the terms and conditions, the primary requirement is compliance with the most updated version of these terms and conditions, which may be modified by BIT2ME at its discretion, and whose update will be communicated, with a minimum notice of 5 days, through the company's official telematic means.

8.7. For these purposes, it will be considered that the user fully accepts the new CONDITIONS of the promotion if, after a month from the availability of the modification of the REFERRAL PROMOTION to all users, the user has not requested to unsubscribe or cancel the service. The user may express during the mentioned period that they disagree with the changes made to the REFERRAL PROMOTION, requesting the cancellation or withdrawal of the Bit2Me service.

8.8. The referrer must keep an updated and reliable record of the activities carried out as a BIT2ME referrer, as well as the strict compliance with the terms and conditions set forth herein. If necessary, the referrer will show these records to BIT2ME or any third party designated by BIT2ME for verification of compliance with the terms and conditions and participation rules.

8.9. Failure to comply with any of the provisions, warnings, or limitations set forth above, directly or indirectly, referring precisely to the provisions similarly to this, will be considered a material breach of the contract; causing the loss of referrer status with BIT2ME.

8.10. The referrer will always ensure that, in the event of promoting the creation of referral accounts by their children, grandchildren, or great-grandchildren, they are aware of these

terms and conditions and therefore comply at all times with the participation guidelines described herein.

8.10.1. The referrer will not be responsible for the activity of third-party referees (whether children, grandchildren, or great-grandchildren) as long as they have complied with these terms and conditions and have conveyed the information about the program's functioning transparently and fairly.

8.11. In the event of a material breach of the terms described above or a violation of the considerations and limitations previously outlined, the referrer agrees and undertakes to hold BIT2ME harmless from any claim, damage, or injury, direct or indirect, claimed by a third party, arising from their activities as a referrer, without any limitation.

8.12. Within a period not exceeding five (5) days, the referrer will notify BIT2ME of any claim, request, or similar, from third parties, individuals, companies, entities, corporations, or media companies,

10. PRIVACY - PROTECTION OF PERSONAL DATA

10.1. In accordance with clause 8.5.1 and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and Council, dated April 27, 2016 (hereinafter GDPR), the Organic Law 3/2018, dated December 5, on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter LOPDGDD), and any other applicable data protection regulations, the user shall always respect the privacy and right to data protection of users and consumers, providing transparent, concise, intelligible, and easily accessible information on the means, purposes, operations, and any other details associated with the processing of their data.

10.2. BITCOINFORME, S.L. is committed to protecting privacy and providing a secure user experience. By contracting the services, the user explicitly agrees to the processing of their data as described in the Privacy Policy established by Bit2Me at Privacy Policy.

10.3. The processing of data by referrers to provide the commercial prospecting services covered by this contract will always be carried out in their capacity as data controllers and will be entirely independent of the data processing activities that BIT2ME carries out in its capacity as an exchange and provider of information society services.

10.4. The data provided by both referrers and BIT2ME for the signing of this contract will be processed for the purpose and legal basis of contractual management and the maintenance and development of commercial relationships based on the legitimate commercial interest of

both parties. In this regard, the data will be retained for as long as the legal relationship persists or until the deletion of the data for commercial purposes is requested. Once the legal relationship ends or the deletion of the data is requested, the data will remain available to public administration, judges, and courts for the period provided for the prescription of actions applicable to the processing of their data. Members of the referral program and BIT2ME have the right to access their personal data, rectify inaccurate data, or request the deletion, limitation, opposition, and portability of their data. To exercise these rights, they must send a communication explicitly stating the right they wish to exercise. They are reminded that they have the right to file a complaint with the Spanish Data Protection Agency and that they may object to the processing of data for commercial purposes. For any matter related to the processing of personal data by BIT2ME, they may contact the Data Protection Officer at dpd@bit2me.com.

10.5. Through the control panel that BIT2ME makes available to the referrer to perform balance management functions and monitor profitability through generated fees, the referrer may access personal data for which BIT2ME is responsible. In such cases, the referrer will be acting as a DATA PROCESSOR of the personal data for which BIT2ME is responsible, accepting the conditions established in the data processing agreement attached as ANNEX 1 to these General Conditions.

10.6. The referrer also commits to treating confidentially any personal data they have access to in relation to this referral program and is bound by professional secrecy regarding the same, obligations that will continue even after the service provision has ended. This duty of secrecy extends to all personal data for which other companies in the BIT2ME Group are responsible and to which they must access to provide the services.

10.7. The systems, supports, and tools made available for service provision are subject to proper use and compliance with the security regulations in force at any given time. They also acknowledge and accept the GENERAL TERMS OF SERVICE of BIT2ME available at: Terms and Conditions.

10.8. The referrer explicitly agrees to hold harmless and indemnify BIT2ME from any claim, damage, or loss, whether direct or indirect, arising directly or indirectly from the activities they carry out as part of the BIT2ME referral program.

11. AMENDMENT OF CONDITIONS

11.1. We reserve the right to make any changes and modifications to the general conditions we deem appropriate at any time.

11.2. Any change to the conditions or any of the legal texts hosted on the website will be notified at least 5 days in advance via email and/or on the website and/or app.

11.3. For these purposes, it will be considered that the user fully accepts the new CONDITIONS of the promotion if, after one month from the availability of the modification of the REFERRAL PROGRAM to all users, the user has not requested the cancellation or termination of the service. The user may express their disagreement with the changes made to the REFERRAL PROGRAM during the mentioned period, requesting the cancellation or termination of the Bit2Me service.

12. NON-COMPLIANCE AND LIABILITY

12.1. In case of non-compliance, we reserve the right to take any legal action or claim at any time within the legal deadlines contemplated.

12.2. The referrer must defend, indemnify, and hold BIT2ME harmless from and against any loss, damage, moral - including reputational - or economic - both for lost profits and effective damage suffered -, liability, deficiencies, claims, actions, judgments, settlements, interests, fines, penalties, costs, or expenses of any kind, including justified fees of notaries, lawyers, solicitors, and experts and any other expenses or costs related to the exercise of a right of indemnity incurred by BIT2ME resulting or derived from the claim, procedure, or action filed by a third party in direct or indirect relation to: (i) the referrer's lack of diligence in not fulfilling their respective obligations in tax and social security matters; (ii) non-compliance with any obligations or principles associated with data processing as a controller or co-controller; (iii) non-compliance with, disregard for, or contravention of any other regulation applicable to their activity in the referral program.

13. MISCELLANEOUS

13.1. The partial or total annulment of any of the clauses of these conditions will not affect the validity of the rest, so they will remain in force until the expiration of their validity.

13.2. In the case of interpretation issues related to these conditions, the meaning of the rest of the conditions must be considered so that the integration of new solutions is as similar as possible to the replaced text.

13.3. These conditions and all documents expressly referred to therein constitute the entire agreement between the members of the referral program and BIT2ME, replacing any other previous pact, agreement, or promise.

13.4. The headings of the various clauses are for informational purposes only and will not affect, qualify, or expand the interpretation of this contract.

14. APPLICABLE JURISDICTION

14.1. The parties agree and accept to submit any matter to the Courts and Tribunals of the province of Alicante, expressly waiving any other jurisdiction, if they have it, in case of litigation arising from the interpretation, execution, or resolution of this contract, which will be resolved in accordance with the applicable provisions of Spanish Law.

ANNEX 1

AGREEMENT BETWEEN DATA CONTROLLER (BIT2ME) AND DATA PROCESSOR (REFERRER) FOR THE PROCESSING OF PERSONAL DATA

I. In their role managing the control panel to perform balance management functions and monitor the profitability of fees generated by BIT2ME referrals or clients, the referrer may access personal data for which BIT2ME is responsible.

II. In accordance with Article 28 of Regulation (EU) 2016/679, General Data Protection Regulation (hereinafter, GDPR), the referrer's access to personal data for which BIT2ME is responsible for service provision must be regulated by a written contract.

III. Both PARTIES agree to grant this Annex I, which will be governed by the GDPR, the Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter, LOPDGDD), and other applicable development regulations, particularly the following:

CLAUSES

1. OBJECT

1.1. The purpose of this data processing agreement is to establish the terms under which the referrer, as Data Processor, may access personal data included in BIT2ME's or its Clients' personal databases, necessary for providing referral program services and commercial prospecting, as well as the duties and obligations that must be assumed regarding such data.

1.2. The processing will consist of:

- Accessing the control panel that BIT2ME makes available to the referrer for balance management and profitability control functions.
- To perform such processing, the following actions will be necessary:

1.3. BIT2ME will only make available to the referrer the personal data that are strictly necessary for providing the above-described processing services.

2. DURATION

2.1. This agreement will come into force from the date of its signing and will last for the same duration as the provision of the referral program services provided by the referrer to BIT2ME.

2.2. Notwithstanding the above, the parties will be bound by those obligations that, by their nature, survive the termination of the agreement.

3. TYPES AND CATEGORIES OF PERSONAL DATA PROCESSED

- **Activity Log**
- **Types of Data:** Information related to commissions on cryptocurrency purchases and sales
- **Categories of Data Subjects:** Clients
- **Security Level:** Low

4. OBLIGATIONS OF THE REFERRER AS DATA PROCESSOR

4.1. The referrer will only process personal data in accordance with the instructions and purposes specified by BIT2ME, the Data Controller. If the referrer uses the data for another purpose, communicates it, or uses it in violation of the clauses of this Agreement, they will be considered the Data Controller, personally responsible for any infringements incurred.

4.2. The referrer commits to comply with BIT2ME's organizational and security measures related to the data accessed during the contracted functions, in accordance with clause 6 of this Agreement.

4.3. The referrer commits to assist BIT2ME as necessary to comply with its obligations regarding Data Protection, especially to demonstrate that the referrer has met their obligations as Data Processor and regarding Articles 33 to 36 of the GDPR (Impact Assessments, Security Breaches, and Prior Consultations).

4.4. Once the processing services are completed, the personal data accessed must be destroyed or returned to BIT2ME, along with any support or document containing any personal data subject to processing, unless there is a legal obligation to retain them.

5. OBLIGATIONS OF BIT2ME

5.1. BIT2ME commits to immediately inform the referrer, by any means that provides proof, of any modification or cancellation affecting the personal data accessed for the processing services covered by this agreement and necessary for its fulfillment.

6. SECURITY MEASURES

6.1. As the data processing will be carried out through BIT2ME's network, the referrer commits to comply with the internal security and data protection regulations. To this end, BIT2ME will store a copy of the referred security policies on the platform so that the referrer can know and comply with them.

6.2. Additionally, the referrer commits to establish the minimum security measures of the GDPR and LOPDGDD on their own devices to meet the expected information security standards.

7. CONFIDENTIALITY AND PROFESSIONAL SECRECY

7.1. The referrer commits to observe professional secrecy regarding the personal data processed, maintaining absolute confidentiality and discretion. These obligations will persist even after their relationship with BIT2ME ends.

7.2. The referrer will not communicate the personal data accessed under this agreement, not even for their conservation, to other persons.

8. CONFIDENTIALITY OF THE PARTIES

8.1. Each PARTY will be responsible, to the extent applicable, for administrative sanctions and damages caused by non-compliance with the obligations established by data protection legislation.

8.2. Each PARTY agrees to indemnify the other for any losses, claims, liabilities, or proceedings, including fines and penalties, that the non-breaching party may suffer as a result of the breaching party's non-compliance with personal data protection regulations.