

BIT2ME HEREBY STATES THAT THESE TERMS AND CONDITIONS ARE EXCLUSIVELY APPLICABLE TO BIT2ME'S VARIABLE REFERRAL PROGRAMME OR "INVITE AND EARN" PROGRAMME. BY APPLYING FOR REGISTRATION IN THIS PROGRAMME, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND EXPRESSLY ACCEPTED THE TERMS AND CONDITIONS APPLICABLE TO SAID PROGRAMME.

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 Tax Identification Number (N.I.F.): B-54835301 and registered office in Elche, Calle Germán Bernacer, 69 - 03203 (Alicante), registered in the Alicante Mercantile Registry, in volume 3828, folio 110, Entry 1 with Page A-143230, and with contact email: info@bit2me.com
"website"; "web"	Online site through which BIT2ME provides its services as a "cryptoasset" exchange and other related information society services.
"user"	Natural person who, on their own behalf or on behalf of a legal entity, browses and uses the BIT2ME website and services through its platform.
"referral programme"	Remuneration programme for users who invite third parties, through their referral code, to register as BIT2ME users and to carry out transactions in the Bit2ME wallet service.
"referral panel"	Panel within the referral programme where the referrer can view the accumulated rewards valued in euros.
"Referrer" or "the referrer"	A user who uses the BIT2ME referral link service and receives a commission for each referred user who registers on the platform using that link.
"reward" or "benefits"	Financial reward received by both the referrer and the referred for completing the respective actions requested by the referral programme.

"Depth level"	Referral relationship between the new referral and the referrer who shares their link. The 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"	Sub-referrals of sub-referrals (hereinafter referred to interchangeably as "sub-sub-referrals" or "great-grandchildren")
"Score rank"	Position acquired by the referrer, which is determined according to the total points obtained by the activity of their referrals. This position grants greater benefits the higher the rank.
"Wallet"	Wallet virtual where the the rewards from the referral programme are deposited when the referrer requests their payment.
"Referral"	A natural person who, on their own behalf or on behalf of a legal entity, registers as a user on the platform using a referral link.

2. WHAT DOES THE VARIABLE REFERRAL PROMOTION CONSIST OF?

2.1. The variable referral promotion offers users registered with BIT2ME (referrers) the opportunity to receive a commission for referring BIT2ME's services to third parties who ultimately register and carry out blockchain purchase, sale, swap and withdrawal transactions related to crypto assets through the wallet service on the Bit2Me platform. Likewise, referrals who, after registering via the referral link, make one or more purchases of crypto assets for a total value equal to or greater than €100 via the wallet, will receive a financial bonus of €5 .

Bit2Me designs this referral programme in good faith, and that same good faith must be maintained by the participating user, as the intention of this programme is to reward users who effectively use Bit2Me's services and refer

new users for that purpose. Users who violate this principle will not participate in this programme, as established in section twelve of these terms.

3. AGREEMENT

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

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

3.3. Any activity carried out under this referral promotion shall be consistent with the terms and conditions set forth herein, but at no time shall BIT2ME oblige referrers to carry out specific or particular activities.

3.4. Referrers shall be solely responsible for complying with any obligations arising from their activity, whether these are tax, social security or any other type of obligation.

3.5. The relationship between BIT2ME and the referrer shall at all times be that of independent parties, and in no case shall the collaboration agreement established herein imply any employment, commercial or other type of dependency. Each party acts on its own account and at its own risk, and the responsibilities or obligations associated with the activity of each party shall not be transferable to the other party.

3.6. The referrer undertakes not to link BIT2ME with third parties at any time, whether they are public or private entities or other referrers. The referrer shall not be considered an employee, agent or sales representative of BIT2ME in any case, either for the purposes of complying with tax, social security or other obligations, or 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 any direct or indirect damages 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 accurate, complete and up-to-date 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 agree with the standards set by them.

4.3. In order to participate in the promotion, it is essential to have received an invitation directly from the Bit2Me application. Otherwise, participation in this promotion and the acquisition of referral status are not possible.

4.4. Each user may register for a single referral account, and if BIT2ME detects an attempt to create a second account, it reserves the right to reject said registration and take other measures.

5. DESCRIPTION OF THE VARIABLE REFERRAL PROMOTION

The main features of the promotion are outlined below.

5.1. **There is no limit on referrals.** You may invite as many users or people as you wish, without any limit.

5.2. **Referral depth.** Each referrer can earn 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 from referrals ("grandchildren") and referrals from sub-referrals ("great-grandchildren").

5.3. **Duration of referral status.** The status of child, grandchild or great-grandchild related to a referral who has shared their link will be maintained for the first three years of the referral.

(This referral duration will apply to new referrals registered from April 2025 onwards and will not affect referrals prior to that date).

5.4. **Score ranges.** Up to 5 benefit ranges have been designed, depending on the points accumulated by the referrer. Each range will determine the generation of a smaller or larger amount of rewards. The criteria for achieving the ranges and their associated benefits will be indicated by BIT2ME in the following [comparative table](#):

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

5.4.2. For these purposes, it will be considered that the user fully accepts the new TERMS AND CONDITIONS of the promotion if, after a period of one month from the date on which the modification of the REFERRAL PROMOTION is made available to all users, the user has not requested to unsubscribe or cancelled the service. During the aforementioned period, the user may express their disagreement with the changes made to the REFERRAL PROMOTION and must request the cancellation or withdrawal from the Bit2Me service.

5.6. **Benefits for sub-referrals.** For the first purchase or first purchases made on Bit2Me totalling €100, the referral will receive a €5 bonus, which will be credited to their referral panel. The referrer will receive a commission derived exclusively from the referred person's transactions, in accordance with the applicable benefits table. Please note that the considerations referred to in point 7 and the conditions applicable to wallets apply to both the use and withdrawal of this benefit.

5.7. **Withdrawal of benefits:** if the referrer wishes to withdraw their benefits, they must meet the following requirements:

- A) Have their identity verified.
- B) Have earned rewards totalling more than €1.
- C) Be registered and verified on the Bit2Me platform (accessible at <https://bit2me.com> and on the "Bit2Me" APP on Android and iOS) for a period of more than 30 days.

6. HOW THE REFERRAL PROMOTION WORKS

6.1. To become a referrer, you must have a registered and verified user account at www.bit2me.com

6.2. Access the referral panel on the Bit2Me app or website.

6.3. Share your referral link from the different sending points. (e.g. invitation page, "Bit2Me pay" screen, etc.)

6.4. The referrer can analyse and manage their balance and control their rewards as a referrer from the control panel provided by BIT2ME.

6.5. From their own referral panel, the referrer can manage the rewards obtained in accordance with these terms and conditions.

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-referral made within the first seven (7) days will give them the status of sub-referral and therefore generate income for the referrer. Conversely, if the potential sub-referral accesses but does not register, and purchases crypto within a maximum period of thirty (30) days from accessing the link, these transactions do not generate any profit for the referrer and therefore the referral chain is broken.

6.7. 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-referral must be made from the same device through which the link was accessed. In other words, if a user registers and purchases crypto and accesses the same link from different devices, the purchase made by this new user will not generate rewards for the referrer who shared the access link.

6.8. Consideration of sub-referral. A user will be considered a sub-referral and will therefore generate benefits for a referrer whenever they access and register with 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 means other than the link provided, they will not be considered a sub-referral and therefore will not generate benefits for the referrer.

7. ECONOMIC TERMS

IN ADDITION TO THESE TERMS AND CONDITIONS, WITH REGARD TO THE ECONOMIC CONDITIONS OF THE VARIABLE REFERRAL PROMOTION, BIT2ME WILL PROVIDE YOU WITH A SUMMARY TABLE DETAILING THE REWARDS FOR PARTICIPATING IN THE REFERRAL PROGRAMME, CLASSIFYING THEM BY SOURCE OF

R DEPTH OF THE SAME AND RANGES OF EXISTING SCORES (hereinafter, "benefits table"). IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND THE BENEFITS TABLE, THE LATTER SHALL PREVAIL.

7.1. Rewards for participating in the referral programme will be calculated and paid in B2M cryptocurrency.

7.2. In the event of a breach of any of the terms or conditions set forth herein, or any violation of the legislation applicable to the activity, the referrer will lose their status as such and, therefore, will cease to receive any promotion that could have been paid to them after the moment when BIT2ME was notified or became aware of the breach, without any right on the part of the referrer to claim from BIT2ME for such items.

7.3. The promotion will not be paid to the referrer's wallet in the following cases:

7.3.1. It is proven that the referrer or the referred party has not carried out their activity in accordance with these terms and conditions, or the legislation applicable to their activities as a referrer;

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

7.4. In the event that BIT2ME becomes aware, directly or indirectly, that the referrer may have committed fraud, abuse or acted in bad faith in accordance with these terms and conditions and applicable legislation, the referrer will be permanently barred from benefiting from the advantages of the referral programme.

7.5. Sources of remuneration. The referrer may obtain rewards from up to two different sources, regardless of the depth of the referral:

7.5.1. the registration as a user and first purchase of their child, grandchild or great-grandchild.

7.5.2. any transaction carried out in the Bit2Me Wallet service by one of their children, grandchildren or great-grandchildren, registered since April 2025, with a limitation of three years.

7.6. Remuneration process. In consideration of the provisions of clause 6 above, the referrer, complying with these terms and

conditions and carrying out the activities of the referral programme, shall receive the corresponding remuneration in accordance with the applicable benefits table.

7.7. Calculation of remuneration. The rewards to be received by referrers for the variable promotion will be calculated based on the total commission that BIT2ME obtains for the transactions carried out by each user, regardless of whether they are a child, grandchild or great-grandchild.

7.7.1. The level of depth, i.e. whether the sub-referral is a child, grandchild or great-grandchild, will determine the percentage of BIT2ME's commission.

7.7.2. The level of points accumulated up to the moment the sub-referral carries out the transaction will determine a sum that is added to the profit that the user would obtain as a reward.

7.8. Remuneration limit. Each referrer may obtain rewards worth up to €1,000.00 gross per year, which will expire if, within a period of three years, the referrer does not withdraw the rewards from the moment the conditions described in point 5.7 are met.

7.9. Display of rewards. BIT2ME will immediately display the rewards in the referral panel calculated in EUROS (€) as soon as BIT2ME receives the commission for the transaction carried out by the sub-referral. Thus, once the transaction has been carried out by the sub-referral and the commission has been received by BIT2ME, the referrer will see the rewards valued in euros for participating in the referral programme on the panel.

7.10. Payment of rewards: The referrer must request the withdrawal of the benefits or rewards in the referral panel, at which point the value obtained by B2M in euros will be converted using the exchange rate calculated at the time of withdrawal and immediately credited to their wallet.

7.11. Withdrawal of rewards. Rewards granted under the Referral Programme may not be withdrawn from the Referral Panel by the beneficiary until 30 days have elapsed from the date on which the user registered and verified on the Bit2Me platform. During this period, such rewards may not be withdrawn, transferred or converted into fiat currency. After the 30-day period has elapsed, and provided that the other conditions set out in these

legal terms and conditions, the rewards may be withdrawn through the means enabled on the platform.

8. OBLIGATION OF REFERRERS

8.1. The referring user warrants and guarantees that they will comply with all laws, rules, and regulations applicable to their activity as a referrer.

8.2. The referrer shall refrain at all times from providing advice, guidance or recommendations related to the referral activity, investments, benefits or suitability of the referral programme.

8.3. The referrer shall at all times 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 other countries of which the referrer or BIT2ME are aware at the time of carrying out referral activities and for the duration of the programme.

8.3.1. In the event that the referrer, during their participation in the referral programme, becomes a resident of one of the aforementioned countries or any other country where crypto assets or cryptocurrencies are prohibited or subject to potential confiscation measures, the referrer will no longer be eligible to generate rewards through the referral programme.

8.4. Except for matters directly related to the development of the referral programme, the referrer may not use the logos, images, graphic elements or similar items belonging to BIT2ME.

8.4.1. At all times, when using the image or distinctive features of BIT2ME, the referrer shall take into account the usage and format guidelines published on the BIT2ME website.

8.5. At all times, in the course of their activities as a referrer, the following guidelines and considerations shall be followed:

- A) The referrer shall comply at all times with the applicable legislation on data protection in force, ensuring compliance with the basic principles, as well as ensuring that its processing is lawful, legitimate, transparent, fair and in accordance with the provisions in force;

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

8.7. For these purposes, it will be considered that the user fully accepts the new TERMS AND CONDITIONS of the promotion if, after a period of one month from the date on which the modification of the REFERRAL PROMOTION is made available to all users, the user has not requested to unsubscribe or cancel the service. During the aforementioned period, the user may express their disagreement with the changes made to the REFERRAL PROMOTION and must request the cancellation or termination of the Bit2Me service.

8.8. The referrer must keep an up-to-date and reliable record of the activities carried out in their capacity as a BIT2ME referrer, as well as strict compliance with the terms and conditions set out herein. If necessary, the referrer shall show these records to BIT2ME or any third party designated by it to verify compliance with the terms and conditions and the rules of participation.

8.9. Failure to comply with any of the above provisions, warnings or limitations, directly or indirectly, referring exactly to what is set out in a similar manner, shall be considered a material breach of contract, thereby resulting in the loss of referral status with BIT2ME.

8.10. The referrer shall at all times 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 shall not be liable for the activity of referred third parties (whether children, grandchildren, or great-grandchildren) provided that these terms and conditions have been complied with and information about the operation of the programme has been communicated in a transparent and fair manner.

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

8.12. Within a period not exceeding five (5) days, the referrer shall notify BIT2ME of any claim, request or similar from third parties, individuals, companies, entities, corporations or media companies in relation to their activities as a member of the referral programme, whether or not these have caused damage.

9. TAX OBLIGATIONS

9.1. The bonus received by users will be considered capital gains as provided for in Article 33.1 of Law 35/2006 of 28 November on Personal Income Tax, and therefore the user will be solely responsible for their tax obligations, which means that Bit2Me will be exempt from any liability in this regard.

9.2. In cases where a withholding is applicable in accordance with personal income tax regulations, Bit2Me will apply the corresponding withholding and make the payment on behalf of the user.

9.3. In these cases, Bit2Me will send a certificate to the user stating the full amount of the prize obtained and the withholding applied without deducting the amount of the withholding.

9.4. Bit2Me is not responsible for any non-compliance by users that may arise due to a lack of communication, information or remittance of the correct tax to the relevant tax authority.

10. PRIVACY - PROTECTION OF PERSONAL DATA

10.1. In accordance with the provisions of clause 8.5.1 and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter GDPR), Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights (hereinafter LOPDGDD) and any other applicable data protection regulations, the user shall at all times respect the privacy and right to data protection of users and consumers, providing at all times 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 accepts

explicitly to the processing of their data as described in the Privacy Policy established by Bit2Me at <https://bit2me.com/es/legal/privacidad>.

10.3. The processing of data by the parties involved in providing the commercial prospecting services covered by this contract will be carried out at all times in their capacity as data controllers, and will be completely independent of the processing activities carried out by BIT2ME in its capacity as an exchange and provider of information society services.

10.4. The data provided by both the referrers and BIT2ME for the signing of this contract will be processed for the purpose and on the legal basis of contract management and the maintenance and development of commercial relations based on the legitimate commercial interest of both parties. In this regard, the data will be kept for as long as the legal relationship is maintained or until the deletion of the data for commercial processing is requested. Once the legal relationship has ended or the deletion of the data has been requested, it will remain available to the public administration, judges and courts during the limitation period applicable to the processing of your data. Members of the referral programme 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 this end, they must send a communication, expressly indicating the right they wish to exercise. Please note that you have the right to lodge a complaint with the Spanish Data Protection Agency and that you may object to the processing of data for commercial purposes. For any matter related to the processing of personal data by BIT2ME, please contact the Data Protection Officer at the following email address: dpd@bit2me.com.

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

10.6. Likewise, the referrer undertakes to treat as confidential any personal data to which they have access in relation to this referral programme and is bound by professional secrecy with regard to such data, obligations which shall remain in force even after the service has been provided. This duty of secrecy applies to all personal data

responsibility of other companies in the BIT2ME Group and those that must be accessed for the provision of services.

10.7. The systems, media and tools made available to you for the provision of services are subject to proper use and must comply with the security regulations in force at all times. Likewise, you acknowledge and accept the GENERAL TERMS AND CONDITIONS OF SERVICE of BIT2ME available at:
<https://bit2me.com/es/legal/terminos-y-condiciones>

10.8. The referrer expressly acknowledges and agrees to hold BIT2ME harmless from any claims for damages, losses or any other direct or indirect consequences arising directly or indirectly from the activity carried out through their participation in the BIT2ME referral programme.

11. MODIFICATION OF THE TERMS AND CONDITIONS

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

11.2. Any change in the terms and conditions or in any of the legal texts hosted on the website will be notified with a minimum of 5 days' notice, by email and/or on the website and/or app.

11.3. For these purposes, the user will be deemed to have fully accepted the new TERMS AND CONDITIONS of the promotion if, after a period of one month from the date on which the modification of the VARIABLE REFERRAL PROMOTION is made available to all users, the user has not requested to unsubscribe or cancelled the service. During the aforementioned period, the user may express their disagreement with the changes made to the VARIABLE REFERRAL PROMOTION and must request the cancellation or withdrawal from the Bit2Me service.

11.4. Likewise, we reserve the right to establish, on a temporary and promotional basis, additional benefits to those described herein, the conditions of which will be communicated on the website, official blog, email or other official communication channels of the company. Such promotions will be one-off and limited in time and will in no case modify this contractual framework.

12. BREACH AND LIABILITY

12.1. In the event of breach, we reserve the right to take legal action or make a claim at any time, within the legal time limits.

12.2. The referrer shall defend, indemnify and hold BIT2ME harmless from and against any loss, damage, moral (including reputational) or economic (both for loss of earnings and actual damage suffered), liability, deficiencies, claims, actions, lawsuits, settlements, interest, fines, penalties, costs or expenses of any kind, including justified fees for notaries, solicitors, attorneys, and experts, and any other expenses or costs related to the exercise of a right of indemnification incurred by BIT2ME resulting from or arising out of the claim, proceeding, or action brought by a third party in direct or indirect connection with: (i) the referrer's failure to comply with their respective tax and social security obligations; (ii) failure to comply with any obligations or principles associated with data processing as a data controller or joint controller; (iii) failure to comply with, observe or contravene any other regulation applicable to their activity in the referral programme.

12.3. In the event that BIT2ME becomes aware, directly or indirectly, that the referrer may have committed fraud, abusive use or acted in bad faith in accordance with these terms and conditions and applicable legislation, the referrer will be permanently barred from benefiting from the advantages of the referral programme.

13. MISCELLANEOUS

13.1. The partial or total cancellation of any of the clauses of these conditions shall not affect the validity of the rest, which shall remain in force until their expiry date.

13.2. In the event of questions of interpretation relating to these conditions, the meaning of the rest of the conditions shall be taken into account so that the integration of new solutions is as similar as possible to the replaced text.

13.3. These terms and conditions, and any document expressly referred to herein, constitute the entire agreement between the members of the referral programme and BIT2ME and supersede any prior agreement, understanding or promise.

13.4. The headings of the various clauses are for information purposes only and shall not affect, qualify or extend the interpretation of this contract.

14. TRANSITIONAL PERIOD

14.1. In the event that the referrer still has registered and active referrals that generate rewards prior to April 2025, the limitation thereof shall remain at one year and/or €1,000 gross. According to the T&Cs of the 2024 referral system; <https://bit2me.com/es/legal/referidos>.

15. APPLICABLE JURISDICTION

15.1. The parties agree and accept to submit any issue to the Courts and Tribunals of the province of Alicante, expressly waiving any other jurisdiction, if any, in the event of a dispute arising from the interpretation, execution or termination of this contract, which shall be resolved in accordance with the applicable provisions of Spanish law.

ANNEX 1

CONTRACT BETWEEN THE CONTROLLER (BIT2ME) AND THE PROCESSOR (REFERRER) OF PERSONAL DATA

I.- In their management role through the control panel to perform balance management and profitability control functions for rewards generated by BIT2ME referrals or customers, the referrer may access personal data for which BIT2ME is responsible.

II.- In accordance with the provisions of Article 28 of Regulation (EU) 2016/679, General Data Protection Regulation (hereinafter, GDPR), access by the referrer to personal data under the responsibility of Bit2Me for the provision of services must be regulated in a written contract.

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

CLAUSES

1. PURPOSE

1.1. The purpose of this data processor agreement is to establish the terms under which the data processor, as data processor, may access the personal data included in the personal databases owned by BIT2ME or its customers, necessary for the provision of the processing of the referral programme, and commercial prospecting

, as well as the duties and obligations that must be assumed with respect to such data.

1.2. The processing will consist of:

- A) Access to the control panel that BIT2ME makes available to the referrer to perform balance management and profitability control functions.
- B) In order to carry out these processes, the following actions will be necessary:

Para la realización de dichos tratamientos será necesario realizar las siguientes actuaciones:

- | | | | |
|---|--|---|---------------------------------------|
| <input type="checkbox"/> Recogida | <input type="checkbox"/> Registro | <input type="checkbox"/> Estructuración | <input type="checkbox"/> Modificación |
| <input type="checkbox"/> Extracción | <input checked="" type="checkbox"/> Consulta | <input type="checkbox"/> Comunicación por transmisión | <input type="checkbox"/> Difusión |
| <input checked="" type="checkbox"/> Interconexión | <input checked="" type="checkbox"/> Cotejo | <input type="checkbox"/> Supresión | <input type="checkbox"/> Destrucción |
| <input type="checkbox"/> Conservación | <input type="checkbox"/> Limitación | | |

1.3. BIT2ME will only make available to the representative the personal data that is strictly necessary for the provision of the processing described above.

2. DURATION

2.1. This contract shall enter into force on the date of its signature and shall have the same duration as the provision of the referral programme services performed by the referrer for Bit2Me.

2.2. Notwithstanding the foregoing, the parties shall remain bound by those obligations which, by their very nature, survive the termination of the contract.

3. TYPES AND CATEGORIES OF PERSONAL DATA PROCESSED

Activity log	Types of data	Categories of data subjects	Security level
Referrals	Information relating to commissions on cryptocurrency purchases and sales	Customers	Low

4. OBLIGATIONS OF THE REFERRER AS DATA PROCESSOR

4.1. The referrer shall only process personal data in accordance with the instructions and purposes set out by BIT2ME, the Data Controller. In the event that the referrer uses the data for any other purpose, communicates it or uses it in breach of the clauses of this Agreement, they shall be considered the Data Controller and shall be personally liable for any infringements committed.

4.2. The referrer undertakes to comply with BIT2ME's organisational and security measures in relation to the data to which they have access during the performance of their contracted duties, in accordance with clause 6 of this Agreement.

4.3. The referrer undertakes to assist BIT2ME whenever necessary in order to comply with its obligations in relation to Data Protection, particularly so that BIT2ME can prove that the referrer has fulfilled its obligations as Data Processor and in relation to Articles 33 to 36 of the GDPR (Impact Assessments, Security Breaches and Prior Consultations).

4.4. Once the processing has been completed, the personal data accessed must be destroyed or returned to BIT2ME, as must any media or documents containing personal data that has been processed, unless there is a legal obligation to retain it.

5. BIT2ME'S OBLIGATIONS

5.1. BIT2ME undertakes to notify the data subject immediately, by any means that leaves a record of the notification, of any modification or cancellation affecting the personal data to which the data subject has access for the purpose of the processing covered by this contract and which are necessary for its fulfilment.

6. SECURITY MEASURES

6.1. Given that the data will be processed through the BIT2ME network, the referrer undertakes to comply with internal regulations on security and data protection. To this end, BIT2ME will store a copy of

the aforementioned security policies on the platform so that they can be known and complied with by the referrer.

6.2. In addition, the referrer undertakes to establish the minimum security measures of the GDPR and the LOPDGDD on their own devices in order to comply with the expected information security standards.

7. CONFIDENTIALITY AND PROFESSIONAL SECRECY

7.1. The referrer undertakes to observe professional secrecy with regard to the personal data being processed, maintaining absolute confidentiality and discretion regarding such data. These obligations shall remain in force even after the termination of their relationship with BIT2ME.

7.2. The referrer shall not disclose the personal data to which they have access under this contract to other persons, even for storage purposes.

8. CONFIDENTIALITY OF THE PARTIES

8.1. Each PARTY shall be liable, to the extent applicable, for administrative penalties and damages caused by failure to comply 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-infringing party may suffer as a result of the infringing party's failure to comply with personal data protection regulations.

Investment in crypto assets is unregulated, may not be suitable for retail investors, and the entire amount invested may be lost. It is important to read and understand the risks of this investment, which are explained in detail at <https://bit2me.com/es/legal/riesgos>.

