



WHITEPAPER

February 14, 2020, Spain

for the issue of Tokens carried out by Amoria Capital S.L.

at a nominal value of €1.00 per Token issued.

Purchasing the products described in this document may be highly risky and could even lead to the total loss of principal. The tokens that can be acquired will not be safeguarded by entities that are legally authorized to provide investment services and the ledger technology that is expected to be used (blockchain) is a novel technology that can involve significant risks.

This document is not an Information Brochure, nor has it been subjected to review of any kind by the Spanish National Securities Market Commission (CNMV) nor by any other administrative authority.

Whitepaper

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Outline

Executive summary

General information

Liability for booklet content

The issue is not regulated in the United States nor in jurisdictions where this

issue would be illegal.

General information of the Issuer

Company's business plan

Introduction

Product

Size and description of the market

Company's ethical mission and corporate social responsibility

Use of the funds from the issue and rationale for issuing a token

Amoria Token

Nature of the token being issued

Rights granted by the token

Duration of the instrument

Representation of the instrument as a cryptocurrency

Storage and control of tokens by the buyer

Rights to information

Marketing of tokens

Subscription of tokens

Subscription period for the token offer

Disbursement period

Accepted currencies and cryptocurrencies

Price of token

Setting the exchange rate for cryptocurrencies

Distribution of tokens

1. Executive summary

This document describes the issue of utility tokens by the company Amoria Capital S.L. (referred to as **PROJECT AMORIA** throughout this document). These tokens consist of 300 million Utility Tokens as described below.

PROJECT AMORIA is a Barcelona-based enterprise dedicated to supplying mineral water as well as a marketing platform - similar to Amazon but based on blockchain - for selling water and other beverages around the world.

Among other information, this document describes the proposal, potential market and financial projections.

Using the funds obtained from the token sale, **PROJECT AMORIA** plans on beginning to sell AMORIA WATER using its own blockchain-based marketing platform and its own AMORIA TOKEN.

Amoria is a token that is used to purchase AMORIA WATER on <https://www.amoria.io> (blockchain platform) and, in the near future, to buy other mineral water and beverage brands. In the end, PROJECT AMORIA plans to become the Amazon/Alibaba of water and beverages by using blockchain and cryptocurrency.

PROJECT AMORIA will have an App to verify the delivery of water and beverages and will also allow the use of AMORIA UTILITY TOKEN to carry out operations in real time or in shops, bars and restaurants. The project will also allow for the provision of an AMORIA DEBIT CARD.

Sale is planned for a number of tokens worth up to €300 million.

Amoria's instrument will be represented by cryptographic assets called "tokens," following the criteria for ICOs published by the Spanish National Securities Market Commission (CNMV) on September 20, 2018. These tokens cannot be considered to be negotiable securities, since no determination is made on the correlation between the revaluation of the token or its profitability and the progress of the underlying business.

2. General information

a. Liability for booklet content

PROJECT AMORIA (hereafter, the “Issuer”), accepts liability for the content of this document and declares that the information contained in this document is accurate to the best of its knowledge and understanding, and no relevant information has been omitted.

The Issuer declares that, while preparing this document, it has taken all reasonable precautions to guarantee that the information contained in the document is correct to its understanding and that no facts have been omitted that could affect the declarations made in the document.

If complaints are submitted to a court on the basis of the information contained in this document, the buyer acting as plaintiff may have to pay for the cost of translating the document before initiating legal proceedings.

b. The issue is not regulated in the United States nor in jurisdictions where this issue would be illegal.

The tokens have not been and will not be regulated under the 1933 Securities Act of the United States of America and the amendments thereto, or before the securities regulators of any state in the United States of America and, subject to certain exceptions, they may not be directly or indirectly offered, sold, gifted, inherited or handed over in the United States of America.

This document does not constitute an offer in any jurisdiction in which such an offer would be illegal. The offer does not apply to purchasers subject to the tax laws of the United States. Persons who come into possession of this document must comply with the applicable regulations on distribution within their respective countries.

c. General information of the Issuer

- Description of the Issuer

Amoria Capital, S.L. is a company established in Solsona, Lleida, Spain on August 23, 2018 with Tax ID no. (NIF) B25841982.

- Introduction of the company

PROJECT AMORIA is a Barcelona-based enterprise dedicated to supplying mineral water as well as a marketing platform similar to Amazon but based on blockchain for selling water and other beverages around the world.

- Corporate structure

The share capital of Amoria Capital S.L. is represented by Amoria Global S.L. (80%) and by Franky Vandeweyer (20%).

- Executive team

- Franky Vandeweyer: Co-Founder and CEO
- Jason Vandeweyer: Co-Founder and COO

- External collaborators in the project

- AddVante: Law office located in Barcelona
- Peersist: firm specializing in blockchain development and tokenization

3. Company's business plan

a. Introduction

Why use blockchain and tokens to sell water?

Blockchain in general

A blockchain is a public ledger that can efficiently record transactions between two or more parties in an efficient, verifiable and permanent manner. It creates a technological substitute for trust using the collaborative work of an electronic network whose nodes respond to various interests, which are aligned to guarantee the efficiency of the system through rules defined and incentives guaranteed by the network itself.

Blockchain organizes information in the form of blocks, which are verified by network nodes to connect them to the preceding block using a hash. The unique formation of the codes linking the blocks depends on the encryption mechanisms, which in turn are set using a codified and compact representation of the series of entries they contain.

Once a certain number of nodes have created and verified a block (or all of them) based on the protocols and rules defined beginning with the first block in the chain (the "genesis block"), the modification is distributed to all of the network nodes. All nodes

have a complete record and the option (sometimes the obligation) to audit the record permanently and in real time.

The “distribution” is the key characteristic of a blockchain, which is the decentralization of tasks and access to information.

All members have an important role (in most blockchains, all nodes have exactly the same role), but information is not concentrated in any of them. They also do not have the power to make decisions of any kind about the chain, which is why any change requires a global consensus based on strict rules. That is why blockchain records are highly trustworthy, because they guarantee the integrity of information, traceability of transactions and security.

The use of blockchains is beginning to gain popularity at the global level. It currently has hundreds of applications. This technology of “distributed electronic records” can be used for information of all kinds: medical records, copyrights and patents, authentication of data, food distribution, real estate and more. It even offers the ability to program the automatic execution of “smart contracts”, which promise to revolutionize many activities and industries around the world.

Among these applications, the register of value transfers stands out, since blockchain makes real electronic transfers possible for the first time in history – that is, transfers in which one party gives up an element of information to the other and loses possession of it (the ability to use or copy it). In summary, blockchain eliminates the possibility of “double use” in information transfers, which can translate into “double spending” in financial transactions.

Cryptocurrencies in general

It is not surprising that **blockchain** was designed with the intention of preserving value and ensuring the freedom to carry out transfers of that value. Bitcoin, the first digital asset based on distributed trust without the involvement of a central entity, was the first application.

Cryptocurrencies are digital assets designed to serve as a medium of exchange that uses cryptography to safeguard its transactions, control the creation of new units and verify the transfer of these units.

A **token**, on the other hand, is a means of payment that an organization creates to manage its business model and give its users a greater ability to interact with its products. In the case of digital tokens, the token’s accounting and its relationship with the ecosystem around the productive activity is found in the blockchain of some

cryptocurrencies, which mediates the relationship of the token with the real economy and fiat currencies, though this relationship does not need to be permanent.

Advantages of cryptocurrencies and tokens

- Facilitate monetary and legal transactions.
- Allow the transfer of assets (or property certificates) in a more secure manner.
- Empower users and organizations to administer their finances such that they become the owners of their own funds, rather than just the bank account, by carrying a “digital wallet” where their cryptocurrencies are stored.
- Enable users to avoid the high transaction costs of traditional credit card companies and centralized payment processors.
- Save time thanks to the speed of transactions.
- Eliminate geographical barriers, since the currencies are driven and backed by internet protocols, allowing access to secure international financial transactions and cross-border payments.

Cryptocurrencies and tokens are not being exploited fully by major actors in society, including public and private organizations. However, the convenience of cryptocurrencies and the inherent advantages of the blockchain that underpins them lead us to envision the possibility of massive adoption in the medium and long term, as long as favorable conditions exist for this process. These instruments have revealed new financial opportunities for individuals.

In addition, **smart contracts** are agreements that use blockchain to execute obligations in an automatic and secure manner once certain conditions have been met. Just like other blockchain-based technologies, smart contracts are designed to work without dependence on a centralized authority. The implementation of our smart contracts can offer revolutionary solutions for the water and beverage market.

Since the current global payment system is lacking sufficient technological innovation and financial certainty, several particularly promising aspects of the blockchain system have emerged to resolve these deficiencies.

- Traditional Payment System

Speed

3–5 days

Security

Possibility of fraud, piracy or falsification Annual costs in the billions

Costs

Additional costs

Dependency

Requires escrow

- Blockchain

Speed

Transactions carried out using blockchain are completed very quickly.

Cross-border transactions

There are no restrictions, economic sanctions or policies for the transfer of water.

Security

Cryptography keeps information secure. Makes fraud difficult when purchasing water or beverages.

Automatic remittances

Automated contracts are not only faster and cheaper, they also avoid the errors that occur when filling out forms by hand.

Independence

The user is the one who carries out the execution of an agreement. Relying on a broker, lawyer or other intermediary is not necessary to confirm operations.

Cost savings

Smart contracts save costs, since they eliminate the presence of intermediaries.

Security copy

Each and every one of the nodes in the blockchain backup operations.

b. Product

AMORIA UTILITY TOKEN is a token used to access our platform to purchase mineral water from PROJECT AMORIA at <https://amoria.io> as well as other brands of water and beverages. This platform can be used to carry out global exchanges of water and other commercial beverages using our AMORIA UTILITY TOKEN as a medium of exchange. The objective of our platform is to improve the relationship between producers and consumers in the water and beverage market. AMORIA MINERAL WATER will be sold on our platform in flexitanks in containers for cross-border sites to organizations such as UNICEF, regions with humanitarian crises, countries with droughts, etc., as well as areas with shortages of drinking water. Containers with flexitanks are a modern water transportation method that is faster, cheaper and more environmentally friendly. AMORIA MINERAL WATER will also be sold in PET and luxury glass bottles for bars, restaurants, shops, families, households and more. Other water and beverage companies will be able to use our platform to sell their products and benefit from our blockchain solutions, secure transactions, transparency, lower transactions costs, without intermediaries.

Applications and Visa debit card

Our AMORIA UTILITY TOKENS will be used as a means of payment in shops, bars and restaurants, airports, planes, hotels and more, through our payment app and using our Visa debit card. Our users will have the option of paying with the physical AMORIA VISA DEBIT CARD or our digital application for iOS or Android and Google Pay.

In addition, our users will be able to track their orders of water and other beverages through the app or complete purchases of water and/or other beverages through the app (we will do with water and beverages what *Glovo* does with food delivery).

c. Size and description of the market

The consumption of bottled water in Spain, similar to that of other developed countries,

has since the end of the 1980s gradually increased alongside the economic development of these countries. The increase in bottled water companies has been significant over the last 30 years. For example, Spain is now home to 100 companies that produce and sell bottled water.

Spain currently has the fourth-largest production of mineral water in the European Union (EU), with production of around 5 million liters per year, placing the revenues of the sector at around one billion euros annually. Spain is also the third- largest consumer of mineral water.

The sector has shown a voluntary and unified commitment to sustainable development, with the industry committing to the Ministry of Agriculture, Food and the Environment to reduce, reuse and recycle the bottles it uses with the objective of saving energy and protecting the environment.

The measures the sector has taken include reducing the material used to manufacture bottles as well as packaging, maintaining and cleaning all the rivers near bottling plants as well as increasing the circulation of reusable bottles.

Over the last 10 years, the weight of bottles has dropped by 40%, making them the lightest bottles on the market.

Market developments in Spain

Consumption of bottled water in Spain has undergone significant change since the late 1980s alongside increases to Spaniards' quality of life. The market is dominated by a smaller number of multinational companies, but its development is noteworthy, as companies continue to join the market.

The properties of springs and sources of drinking water began to receive attention at the beginning of the 19th century, leading to the commercialization of mineral water as well as the development of spas.

Following the end of the Second World War, the use of mineral water intensified as it began to be sold in pharmacies, grocery stores and supermarkets.

In the last decade, consumption of bottled water has increased by 67% in Spain, with sales growing from two million liters at the beginning of the 1990s to 5.6 billion liters in 2015.

Consumption of bottled water grows every year in Europe, with Germany, France, Italy and Spain being the most prominent markets.

Market developments in Europe and internationally

The bottled water market in Europe has undergone significant change from its beginnings to its current position as a leading branch of the food and drink industry.

Since the 1990s, it has acquired significant heft, earning it the nickname “bottled blue gold” and growing to a multi-million euro business. Companies have experienced major changes due to technological advances that have allowed small companies to grow into multinational concerns.

Statistical data published by the European Federation of Bottled Waters indicates that bottled water has maintained a steady market share in Europe and its popularity over the years has encouraged healthy lifestyles.

According to data from *The United Nations world water development report 2016: water and jobs*, a 33% increase in the global population is expected between 2011 and 2050, growing from 7 billion to 9.3 billion inhabitants (UNDESA, 2011) and the demand for food will grow by 60% over the same period (Alexandratos and Bruinsma, 2012). Furthermore, the population living in urban areas is set to nearly double, from 3.6 billion in 2011 to 6.3 billion in 2050 (UNDESA, 2011).

The baseline scenario in the OECD Environmental Outlook to 2050 (OECD 2012a) projects growing tensions around water availability to 2050, with 2.3 billion additional people expected to live in areas subject to serious water stress, especially in northern and southern Africa and central and southern Asia. Another report predicts that the world may be facing a global deficit of water of 40% in 2030 under a business-as-usual (BAU) scenario (WRG 2030, 2009).

d. Company’s Ethical Mission and Corporate Social Responsibility

We would also like to use our platform to provide an opportunity to fight water shortages in an easier, more efficient manner. We can do this by sending flexitanks through our platform to areas dealing with water shortages.

This would allow us to fight – and, with luck, resolve – the greatest global risk in terms of potential impact over the last decade: **water shortages**.

- Approximately 900,000 people struggle to survive on a daily basis because of **lack of access to clean drinking water**.
- One-third of the global population lives in conditions of severe water scarcity for at least one month out of the year.
- Half a billion people around the world face serious water shortages year-

round.

- Half of the world's largest cities experience water shortages.
- SEE LINK: <https://qz.com/guide/water-scarcity/>

4. Use of the funds from the issue and rationale for issuing a token

Amoria plans to launch a blockchain platform in which its own water and beverages from other brands are sold through dedicated worldwide marketing. It will use the funds to continue expanding its facilities and the platform, selling our own bottled water in addition to water and other beverages from third-party companies. This will allow Amoria to become the Amazon/Alibaba of water and beverages using blockchain and tokens.

Amoria Capital S.L. secures the most favorable prices for water and other beverages on the international market. These savings are passed on to our B2B and B2C customers.

Additionally, the AMORIA TRADING PLATFORM delivers other cost reductions and an increased business confidence compared to traditional commodity exchanges.

This is achieved because the products Amoria Capital S.L. is either producing (AMORIA WATER) or reselling (other companies' water and beverages available on our platform) automatically

- **AMORIA BLOCKCHAIN PLATFORM** reduces ordinary transaction costs: instantaneous, more secure than traditional transfers, cheaper, and transparent
- **AMORIA UTILITY TOKENS** remove currency exchange fluctuation uncertainty
- **SMART CONTRACTS** remove expenses and delay of relying on intermediaries

Thus, not only Amoria has ethical product prices, our trade and export transactions are **safer, faster, and cheaper**. Amoria is creating an economic and ethical win-win solution for water and beverage producers and consumers into the future.

The number of water wells on our property (1 hour from the Port of Barcelona and city) will increase from 7 to 10 in 2020, securing a monthly capacity of over 150 million liters, meaning this will be the highest facility of mineral – alkaline water in Europe. Further, by executing Joint Ventures with water well owners on several continents, our total well access will increase to 72, thereby increasing monthly capacity to 1 billion liters. Securing supply from wells located in key geographic zones reduce the cost and time of transport as well as reducing transport pollution

emissions.

Finally, 10% of net profits will be allocated either to transport free-of-charge water to disaster areas, or establish new wells in areas of ongoing major drought.



The company's funds are destined to grow in the first few years, with the goal of convincing the world's largest beverage brands to sell their products on the AMORIA PLATFORM. These brands include Heineken, Budweiser, AB Inbev, Evian, Vichy, Coca-Cola, Nestlé, Danone, Fiji, Smart Water, Perrier, Moët & Chandon, Viñas Torres, etc.

One of Project Amoria's main goals is to offer a single worldwide marketing concept, expanding sales in a simple, secure and fast manner thanks to our blockchain platform and by offering reduced unit prices and transportation that is cheaper or even free.

AMORIA MINERAL WATER will be packaged in PET bottles and luxury glass water bottles and marketed to households and businesses including offices, restaurants and bars. Additionally, Amoria will sell 24,000 liter Flexitanks to overseas sites in shipping containers, while also giving other water and beverage companies such as Estrella, Heineken, Fiji Water, Voss, etc. the opportunity to sell their products on our blockchain platform with our token.

The emission's hardcap is € 300 million, that represents 300 million AMORIA UTILITY TOKENS, sold at €1 per token. The emission's soft cap is € 500,000

The total funds collected will be invested as follows:

- 70% purchase of water wells and/or other beverages
- 5% marketing

- 10% operating and equipment expenses
- 10% technology development
- 2% legal
- 3% commissions

a. Nature of the token being issued

NOTE: The instrument being issued cannot be considered to be a negotiable security in accordance with Royal Legislative Decree 4/2015 of October 23, which approves the consolidated text of the Securities Market Act, given that according to the [criteria](#) established by the National Securities Market Commission, NO correlation can reasonably be established between the expected revaluation or the profitability of the instrument and the progress of the underlying business or proposal.

We plan to sell 300 million utility tokens. As explained in a later section, this token will meet the NEM standard.

These tokens will be the only valid means of payment to acquire water and beverages on the AMORIA PLATFORM.

Our clients will be able to cut costs thanks to the benefits of our blockchain platform and the use of our token to purchase water and beverages with no intermediaries or warranty deposits and cheap transportation.

Companies that sell their products on the marketing platform for water and beverages will pay a commission to Amoria Capital S.L.

b. Rights granted by the token

- The tokens can only be used to access our platform to purchase water and beverages on the AMORIA PLATFORM. The tokens do not grant any rights, interests, vote or dividends from the issuing company.

Burning tokens

- The Issuer permanently reserves the right to “burn,” or disable, AMORIA UTILITY TOKENS that it holds.
- Burning tokens is defined as the action of permanently blocking tokens without the possibility of them being held or transmitted by any agent

<http://cnmv.es/DocPortal/Fintech/CriteriosICOs.pdf>

(either an individual or legal entity).

c. Duration of the instrument

Tokens from Amoria Capital S.L. have no expiry date.

d. Representation of the instrument as a cryptocurrency

Blockchain technology in general and NEM blockchain in particular allow the creation and distribution of means of payments called tokens, the purpose of which is different from cryptocurrencies, which are also supported by blockchain and which are defined as digital assets created using distributed databases whose main objective is to serve as units of account, an exchange medium and a store of value.

With respect to their technical structure, the tokens issued will follow the NEM standard.

e. Storage and control of tokens by the buyer

To store and monitor the tokens correctly, customers must provide the Issuer with an address to which they have the private key before the tokens are issued. For buyers who do not have an address, the Issuer will provide them with a guide on how to create one securely or, failing that, may provide an alternative solution to safeguard the tokens.

In the run-up to the end of the token subscription period, the Issuer will send a number of tokens to each buyer's address that corresponds to the amount contributed. From this point onwards, the tokens will be in the buyer's possession and disposal.

If the Issuer needs to update the technical characteristics or if any problem, failure, error or technological risk exists due to the Issuer's token or smart contract, the Issuer may permanently block all of the tokens of the buyers and transfer the same amount of new tokens to those addresses, which will be subject to a new smart contract.

5. Marketing of tokens

a. Subscription of tokens

The commitment to subscribe tokens takes place during the subscription period by fulfilling and signing the Subscription Agreement that can be found in Annex I of this whitepaper. In any event, the Issuer reserves the right to exclude potential buyers from the offer for any reasons it deems suitable.

b. Subscription period for the token offer

The subscription period for tokens, hereafter called TGE-Token Generation Event or "Subscription Period" will commence:

February 17, 2020 at 17:00 p.m. GMT.

c. Disbursement period

The buyer will have a maximum period of 5 working days from the signature of the Subscription Agreement to pay out the agreed amount.

d. Accepted currencies and cryptocurrencies

The Issuer accepts euros, Ether and Bitcoin as compensation for tokens. The buyer must indicate the number of subscribed tokens in the Subscription Agreement and the currency or cryptocurrency in which the agreement will be paid out.

e. Price of tokens

The subscription price will be €1.00 (one euro) per token during the second subscription period (TGE).

f. Setting the exchange rate for cryptocurrencies

As mentioned in the previous section, the Subscription Agreement may be paid out in euros, Bitcoin or Ether. Given the fluctuations in the price of cryptocurrencies, the number of tokens attributable to buyers who have made their purchase in cryptocurrency will be calculated using the exchange rate for the respective cryptocurrency at 12:00 p.m. GMT on the last day of the Subscription Period. For this purpose, the market price of the cryptocurrency will be taken from the website www.coinmarketcap.com

g. Distribution of tokens

Tokens will be distributed to each buyer's digital wallet (hereafter the "Digital Wallet") or the safeguarding tool that PROJECT AMORIA may be able to provide as an alternative, within one week from the finalization of the issue.

The values issued are represented by cryptocurrencies that follow the NEM standard (tokens).

The buyers must have indicated the address of their digital wallet in order for the tokens to be sent, unless an alternative safeguarding solution has been proposed to them.

h. Maximum placement amount (hard cap)

The maximum placement amount of the issue is the sum of €300,000,000. In the event that the total amount of Subscription Agreements from buyers exceeds this amount during the Subscription Period, the Issuer will be free to adjust the number of tokens subscribed by each buyer downward in order not to exceed the above maximum placement amount.

i. Minimum placement amount (soft cap)

Furthermore, the issuer sets a minimum placement amount of € 500,000 for a period of the first 2 years. This means that if the total amount of the issuer does not reach that soft cap, the buyers have the right to be reimbursed of the contributed capital.

The commitment to subscribe tokens takes place during the subscription period by fulfilling and signing the Subscription Agreement in Annex I of this whitepaper. In any event, the Issuer reserves the right to exclude potential buyers from the offer for any reasons it deems suitable.

j. Transferability of tokens

The tokens have been created using the NEM standard with no restrictions on their transfer between wallets. Thus, once the token issue has been concluded, the owners of the tokens may transfer them to other users.

PROJECT AMORIA takes no responsibility for the agreements or conditions that may be put in place between different users, nor for the consequences that may come about as a result.

6. Risk factors derived from token purchase

Buyers must carefully read through the following risk factors and keep them in mind – along with the other information contained in this document – when deciding to

purchase tokens issued by the Issuer. This does not substitute the advice from professional advisers that may be necessary, nor does it replace an assessment of whether the Offer fulfills the needs, objectives, experience and/or the buyer's knowledge and personal circumstances.

The material and legal risks that may arise from the Issuer's commercial activities and the acquisition of the Issuer's token are presented below.

The order in which the risks are listed is not intended to indicate the relative probabilities with which they will occur or the likelihood of a harmful event occurring. Retrospectively, the possibility cannot be ruled out of other currently unknown material risks arising from the buyer's individual situation.

The occurrence of any of the following risk factors may have adverse effects on the business, financial situation, operational results and outlook of the Issuer, which would mean that the Issuer becomes unable or only partially able to fulfill its interests and reimbursement obligations agreed with respect to the tokens it is offering. In the worst-case scenario, the Issuer may become insolvent. The buyer risks losing all of the capital they contribute for the purchase.

a. Risk of future information

Some information in this document is forward-looking in nature, including financial projections and projections of business growth. This future information is based on assumptions that the Company management believes to be reasonable, but there can be no certainty regarding the real results. Future events can differ substantially from forecasts.

b. High-risk product

This type of product is considered to be high-risk. The value of the products acquired may undergo variations upwards and downwards and it is possible that a buyer will not recover their initial investment.

Changes in tax charges and/or tax breaks may also occur. Such tax charges and breaks are always with reference to prevailing conditions and their value will depend on the circumstances of each buyer. Purchasing this kind of product from companies in early stages of development involves a high amount of risk. Purchases of this kind must always be made with due consideration of all the information provided by the issuer.

c. Regulatory risk

Blockchain allows new forms of interaction and it is possible that certain jurisdictions

apply existing regulations or introduce new ones that address applications based on blockchain technology in a manner that may be hostile to the current configuration of smart contracts and which may, among other consequences, result in substantial modifications to such contracts, including their termination and the loss of tokens by the investor.

d. Risk of abandonment or failure of the project

The development of the project planned by the Issuer in this document may be impeded and ceased for different reasons, including the lack of market interest, lack of financing, lack of commercial success or poor outlook (e.g. due to competing products). This token issue does not guarantee that the objectives indicated in this document will be carried out in full or in part, or that they will result in benefits for those owning tokens offered by the Issuer.

e. Liquidity risk

There is a possibility that this token will not be able to be included in any secondary market or that the over-the-counter (OTC) markets lack liquidity.

The Company declines all responsibility for the fluctuations that this token might undergo in any kind of market, or for such markets to list the token in such a manner that might lead to liquidity risks. Even in the event that the token becomes listed on a third-party platform, these platforms may not have enough liquidity or even be subject to the risk of regulatory or compliance shifts and therefore be susceptible to failure, drops or manipulation.

Furthermore, to the extent that a third-party platform lists this token and grants an exchange value to the token (either in cryptocurrency or fiat currency), this value may be subject to volatility. The buyer of assets of this kind assumes all of the risks associated with speculation and the risks mentioned above.

f. Risk of unfavorable fluctuations in cryptocurrencies and other currencies.

The company intends to use the contributions it receives to finance the development of its services and other operational expenses. The contributions received will be in Euro, Bitcoin or Ether. If the value of Ether or other currencies undergo unfavorable fluctuations during or after the period of subscription, the Company may not be able to finance the development of its services or may not keep them as planned.

g. Risk of competing companies

It is possible that other businesses might provide services similar to those of the

Company. The Company could compete with those other businesses, which would have a negative impact on the services it provides.

h. Software risk

The computerized code (smart contract) by means of which the tokens are marketed are based on the NEM protocol. Any poor functioning, downturn or abandonment of the NEM project could result in adverse impacts on the functioning of these tokens.

On the other hand, technological advances in general and cryptography in particular (e.g. quantum computing) may involve risks that result in the poor functioning of the tokens.

Smart contracts and the software on which they are based are in an early development stage. There is no guarantee or manner of ensuring that the token issue and the subsequent marketing will proceed uninterrupted or without errors of any kind, meaning that there is an inherent risk that defects, failures and vulnerabilities will arise, which could result in the loss of the funds contributed or the tokens obtained.

There is a risk of attacks by pirates or computer hackers on the technology infrastructure used by the Issuer and on the essential networks and technologies. As a result, the Issuer can be partially, temporarily or even permanently prevented from carrying out its commercial activities.

In the case of the proof-of-work consensus mechanisms in the network, it is possible that someone comes to control over 50% of the computing power of the blockchain miners in a so-called 51% attack, allowing them to take over the network (the blockchain). By using over 50% of the mining power (hash power), the attacker will always represent the majority, which means that they can impose their version of the blockchain.

In principle, this is also possible with less than 51% of mining power. Once the attacker has gained control of the network, they could revert or redirect the transactions they initiated, meaning that it would be possible to “double-spend” – that is, carry out multiple transactions on the same token. The attacker can also block the transactions of others, denying them confirmation.

In addition, other computer attacks may occur on the Nem blockchain or the software and/or hardware used by the Issuer. In addition to attacks from computer hackers, the risk does exist that employees of the Issuer or third parties might sabotage their technological systems, which could result in the failure of the Issuer’s hardware and/or software systems. This may also result in a negative impact on the Issuer’s commercial activities.

i. Custody risk/loss of private keys

Tokens issued by the Issuer can only be acquired using a digital wallet for which the purchaser of the tokens has their own private key and password. The private key generally tends to be encrypted with a password.

The purchaser of the Issuer's tokens recognizes, understands and accepts that if their private key or password are lost or stolen, they may permanently lose access to the tokens that they have, which are associated with their digital wallet. Furthermore, any third party with access to the above-mentioned private key could improperly take possession of the tokens contained in the respective digital wallet. Any error or malfunction caused in or related in any way to the digital wallet or storage system for tokens to which the purchaser wishes to receive their tokens may also result in losses of the tokens.

j. Risk of theft

The concept of smart contracts and the software platform in which they operate (i.e. Ethereum) may be exposed to computer attacks or hacks due to third parties, either through malware attacks, denial of service attacks, consensus attacks, Sybil attacks, smurfing and spoofing. Any of these attacks may result in the theft or loss of the capital contributed or the tokens acquired and may also result in a failure to achieve the objectives set out by the Issuer in this document.

k. Risk of incompatible wallet services

The provider of the digital wallet service used to receive tokens must comply with the token standard to be technically compatible with these tokens. A failure to guarantee this conformity may result in the buyer not receiving access to their tokens.

l. Unanticipated risks

Cryptographic tokens are a recently developed technology that is in a trial phase. In addition to the risks mentioned above, there are other risks associated with acquiring, storing, transferring and using them, including some that are difficult to predict. These risks are even more likely to come about due to unforeseen changes or byproducts of a combination of the risks mentioned above.

ANNEX I - Token Subscription Agreement

Token Purchase Agreement

TERMS OF TOKEN SALE

PLEASE READ THESE TERMS OF TOKEN SALE CAREFULLY. NOTE THAT SECTION 21 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PURCHASE TOKENS.

Your purchase of AMORIA (AMRA) tokens (collectively, "**AMORIA**", "**AMRA**" or "**Tokens**") during the Presale ("**Presale**") Period (defined below) or Token sale (the "**Token Sale**") period (the "**Token Sale Period**") and together with the Presale Period, the "**Sale Period**") from AMORIA CAPITAL S.L. a Spanish company with corporate address; Tuset 23-25 , 4th floor, Barcelona 08006, Spain. ("**Company**," "**we**," or "**us**") is subject to these Terms of Sale ("**Terms**"). Each of you and Company is a "**Party**," and, together, you and the Company are the "**Parties**." The Presale and Token Sale are referred to collectively herein as the "**Token Sale**" unless otherwise noted. These Terms take effect when you (1) click an "I Agree" button, checkbox or other indicators of agreement presented with these Terms and (2) when we receive payment in full ("**Effective Date**"). By purchasing Tokens from us during the Sale Period, you will be bound by these Terms and all terms incorporated by reference. If you have any questions regarding these Terms, please contact us at info@amoria.global. You and Company agree as follows:

1. Purpose and Use of Tokens in the Network

The purpose of the Tokens is to facilitate use of the related services (collectively, the "**Services**") through the AMORIA Ecosystem created and released by Company (the "**AMORIA Ecosystem**"), which allows users to receive access to the platform (collectively referred to as the "**Network**"). Specifically, Tokens are intended to incentivise the global exchange of water and beverages, real time gross settlements and remittances. ("**Product**"), AMORIA Services which can be procured on the Network in the AMORIA Ecosystem. Important additional details regarding the Network, Services, Product, and Company are provided in the White Paper, available at <https://amoria.io/wp-content/uploads/2020/03/ENG-Whitepaper-.pdf> (the "**White Paper**"). The Tokens do not confer any rights other than rights relating to the provision and receipt of Services in the Network, subject to limitations and conditions in the applicable Network Terms and Policies (as defined below). In particular, you understand and accept that Tokens do not represent, constitute or confer:

1. Any ownership right or stake, share, equity, security, bond, debt instrument, or any other financial instrument or investment or investment carrying equivalent rights
2. any right to receive future revenues, shares, intellectual property rights or any other form of participation or governance rights from, in, or relating to the Network and/or Company and its corporate affiliates, other than the ability to use the Tokens in connection with the Services in the Network, subject to these Terms;
3. any form of money or legal tender in any jurisdiction or any representation of money, including electronic money; or
4. the provision of any goods and/or services.

As such, protections offered by applicable law in relation to the acquisition, storage, sale, and/or transfer of the instrument and/or investments of the types referred to above shall not apply to any contribution made under these Terms for the acquisition of Tokens or to your storage, sale, and/or transfer of the Tokens. We make no warranties of title or implied warranties of merchantability of fitness for a particular use with respect to the Tokens or their functionality, features, purpose, or attributes in connection with the Network. As a result, you may never receive delivery of Tokens, and you may lose the entire amount of the payment you make to the Company. As we have limited ability to control third parties' use of the Network, our responsibility or liability for the actions of third parties on the Network is limited.

2. Scope of Terms

Unless otherwise stated herein, these Terms govern only your purchase of Tokens from us during the Sale Period.

Any use of Tokens in connection with providing or receiving Services in the Network will be governed primarily by other applicable terms and policies, which currently include our terms of service and our privacy policy, which are available at [PONER TERMS](#) y [PRIVACY LINK](#) ... (collectively, the "**Network Terms and Policies**"). We may add new terms or policies to the Network Terms and Policies at our sole discretion and may update each of the Network Terms and

Policies from time to time according to the modification procedures set forth therein. You have read, understand and agree to these Terms as well as the Network Terms and Policies, the Risk Disclosures (provided later in this document), and the White Paper and will regularly check for updates to these documents on www.amoria.io or other channels we make available, and will read any updates.

YOU AGREE AND UNDERSTAND THAT YOU ARE PURCHASING TOKENS DURING THE TOKEN SALE FOR YOUR OWN PERSONAL USE AND UTILITY AND TO PARTICIPATE ON THE NETWORK AND NOT FOR INVESTMENT OR FINANCIAL PURPOSES. YOU AGREE AND UNDERSTAND THAT TOKENS ARE NOT A SECURITY AND ACKNOWLEDGE THAT TOKENS MAY LOSE ALL VALUE. Tokens are a cryptographic token used on the Network. If you did not understand any of the concepts identified in the White Paper, these Terms, the Terms of Use, Risk Disclosures, Privacy Policy, or other Network Terms and Policies, please contact us at info@amoria.global. By agreeing to the Terms, you affirm that you understand any and all concepts described in the documents to your satisfaction, and you affirm that you also agree to the Network Terms and Policies.

To the extent of any conflict with these Terms, the Network Terms and Policies, which you must agree to in connection with these Terms, shall control with respect to any issues relating to the use of Tokens in connection with providing or receiving Services on the Network.

3. Eligibility

In order to be eligible to participate in the Token Sale, you will have to provide personal information, as requested (your "**User Credentials**"). You must also have a wallet or other storage mechanism ("**Wallet**") that supports the Amoria (AMRA) token standard in order to receive any Tokens you purchase from us and provide the address for your Wallet (the "**Token Receipt Address**"). We reserve the right to prescribe additional guidance regarding specific requirements with respect to a storage mechanism for the Tokens. You must have the ability to send cryptocurrencies to the address that we provide (the "**Token Deposit Address**"). If not we provide you with a bank account to complete the transaction.

We are not responsible for any delays, losses, costs, non-delivery of refunds or of Tokens, or other issues arising from your failing to provide a Token Receipt Address or providing an inaccurate or incomplete Token Receipt Address.

4. Principles

1. By transferring cryptocurrencies to the relevant Token Deposit Address during the Sale Period, you understand and accept that you make a contribution into the Token Deposit Address to buy Amoria (AMRA) tokens. For the White Paper and/or further information on the Network, visit: www.amoria.io The information contained in the Whitepaper and on www.amoria.io (the “**Company Site**”) are of descriptive nature only, are not binding and – unless explicitly referred to herein – do not form part of the Terms.
2. You understand and accept that while the individuals and entities, including the Company assigned to this task, will make reasonable efforts to maintain the Network, it is possible that such maintenance may fail and your Amoria (AMRA) tokens may become useless and/ or valueless due to technical, commercial, regulatory or any other reasons.
3. You are also aware of the risk that, due to a lack of public interest, the Network could be fully or partially abandoned, be commercially unsuccessful or shut down for lack of interest, regulatory or other reasons. You therefore understand and accept that the transfer of cryptocurrencies to the Token Deposit Address and the creation of Amoria (AMRA) tokens by the Network carry significant financial, regulatory and/or reputational risks (including the complete loss of value of created Amoria (AMRA) tokens, if any, and attributed features of the Network).
4. You furthermore understand and accept that the creation and assignment of the Tokens and the execution of the Services are Network-based, consisting of multiple interconnected software codes existing on the distributed ledger (as determined by the Company), as set forth on the Company Site. Moreover, the Company reserves the right to migrate from the current protocol to a future protocol, that may or may not currently exist, for any reason, in accordance with the procedures set forth in Section 7.
5. This document does not constitute a prospectus of any sort, is not a solicitation for investment, does not pertain in any way to an initial public offering or a share/equity offering, and does not pertain in any way to an offering of securities in any jurisdiction. It is a description of the functionality of the Network.
6. By transferring cryptocurrencies to the relevant Token Deposit Address, and/or receiving Amoria (AMRA) tokens, no form of partnership, joint venture, agency or any similar relationship between you and the Company and/or other individuals or entities involved with the creation or deployment of the Network is created.
7. Specific Presale Permitted Transfers: In addition to transferring cryptocurrencies, if you are invited and participate in the Presale, you may also transfer fiat to the relevant deposit address or accounts provided by us and discussed below.

5. Cancellation; Refusal of Purchase Requests
Your purchase of Amoria (AMRA) tokens from us during the Sale Period is final, and there are no refunds or cancellations except (i) as may be required by applicable law or regulation, (ii) as to the Token Sale alone, if fewer than the equivalent of € 2,000,000 (EUR) are created during

the Sale Period, or (iii) if cryptocurrencies are sent to us from an address different than the approved Token Receipt Address. If any of (i), (ii), or (iii) occurs, then cryptocurrency sent by you to purchase Tokens may be returned and the purchase and sale will be considered not made. We reserve the right to refuse or cancel Token purchase requests at any time in our sole and absolute discretion and to stop the Presale or Token Sale entirely. To the extent that we refuse or reject a payment, we will exercise reasonable endeavors to secure that the payment is returned to the Wallet from which it was made. However, we do not warrant, represent, or offer any assurances that we will be able to successfully recover and/or return such payments, and, in any event, you accept that any return of your payment will be net of any mining fees applied at the time the payment is made and thereafter until returned (if so returned). We will provide you with web-based support only, which may include email, web forums, and knowledge-based support. We will not provide telephone or live support. Our support email is info@amoria.global.

6. Amoria (AMRA) Creation Function

1. Accepted Amoria (AMRA) Tokens : Only Amoria (AMRA) is accepted on the Network. The Network does not accept any other type of token.
2. Minimum / Maximum Contribution Amounts Per User : A minimum contribution of the equivalent of €100 EUR per user is required. No maximum contribution amounts are built into the Network.
3. Transferability of Amoria (AMRA) tokens During the Sale Period . Any and all Amoria will be locked, and are therefore not transferable until the Sale Period has ended or until the Amoria platform is fully running as set forth on www.amoria.io.
4. Third Party Payment Processor . To the extent that any third party website, service, or smart-contract offers to receive payments and issue Amoria (AMRA) tokens or facilitates the allocation or transfer of Amoria (AMRA) tokens in any way during the Sale Period, such third-party websites or services are, unless expressly set forth in these Terms or mentioned on the Company Site, not authorized by the Company. Such third parties do not have any legal or commercial relationship in any way with the Company. You are solely responsible for ensuring that we actually receive the appropriate amount of cryptocurrency from an compatible Wallet. We are not responsible for any loss of funds related to the use of a third party payment processor.

7. Possible Migration of Tokens

1. We reserve the right to migrate the Tokens (the “**Pre-existing Tokens**”) from the current protocol to any future protocol, that may or may not currently exist, for any reason. Further, we may generate new Tokens on any future protocol that may or may not currently exist and make them available to the holders of Pre-existing Tokens (the “**Replacement Tokens**”) should we determine, in our sole discretion, that doing so is necessary or useful to the operation of the Network.
2. In the event that we migrate the Tokens, we may no longer provide support for the Pre-existing Tokens relating to the Network, the Services, or any other operational matters, except with respect to the migration process. Accordingly, by accepting these Terms, you acknowledge and agree that in order for you to continue to participate in the Network or obtain utility from the Tokens, you may need to convert the Tokens you purchase during

the Token Sale to Replacement Tokens in the future.

3. In the event that we migrate the Tokens, we shall notify you in accordance with the notice provisions set forth in Section 25(g) herein.

8. Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing Tokens, holding Tokens and using Tokens for providing or receiving Services in the Network, as disclosed and explained in the Risk Disclosures set forth in Schedule 2 hereto. If you have any questions regarding these risks, please contact us at info@amoria.global. BY ACCEPTING THESE TERMS AND PURCHASING TOKENS, YOU EXPRESSLY AND FINALLY ACKNOWLEDGE, ACCEPT AND ASSUME ALL OF THE RISKS SET FORTH IN SCHEDULE 2 HERETO.

9. Security

1. Your Security . You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanisms you use to receive and hold Tokens you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. We are not responsible for any such losses. You will implement reasonable and appropriate measures designed to secure access to (i) any device connected with the email address associated with your account, (ii) private keys required to access any relevant cryptocurrency address or your Tokens and (iii) your username, password and any other login or identifying credentials.
2. Additional Information . You will provide to us, or our nominee, immediately upon request, b) information that in either of our sole discretion, we deem to be required to maintain compliance with any federal, state, local, domestic or foreign law, regulation or policy, including any "Know Your Customer" requirements and policies. Such information may include a passport, driver's license, utility bill, photograph of you, government identification cards, or sworn statements, and we or our nominee may keep a copy of such information.
3. Your Information . We may use aggregate statistical information about your activity, including your activity on the Company Site or platform and logins to various websites, for marketing or any other purpose in our sole discretion. We may use your internet protocol address to verify your purchase of Tokens. However, we will not release your personally-identifying information to any third party without your consent, except as not prohibited by law or as set forth in these Terms, our Privacy Policy or any other Network Terms and Policies, all of which you have agreed to.

10. Right to Request Information

Before you are able to make a payment or at any time after making a payment to the Company, we or our nominee may determine, in either of our sole or absolute discretion:

1. to request additional information pursuant to Section 12(b), and
2. that it is necessary to obtain certain other information about you in order to comply with

applicable laws or regulations in connection with the creation and issue of Tokens to you. By agreeing to these Terms, you agree to provide us such information promptly upon request, and you acknowledge that we may refuse to sell Tokens to you until you provide such requested information and we have determined that it is permissible to sell you Tokens under applicable law or regulation.

Further, you acknowledge and accept that we may refuse or reject any contributions for the purchase of Tokens until after you have provided all information and documentation that we may request under this Section 12 and after we have determined that it is permissible to create and issue Tokens to you under applicable law.

11. Taxes

The Purchase Price that you pay for Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of Tokens, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting or remitting any sales, use, value added or similar tax arising from your purchase of Tokens. You agree not to hold the Company or any Company Parties (defined below) liable for any tax liability associated with or arising from the creation, ownership, use or liquidation of Tokens, or any other action or transaction related to the Network.

12. Representations and Warranties

By purchasing Tokens, you represent and warrant that:

1. You understand that the Token to cryptocurrency exchange rate will be determined in accordance with the Applicable Exchange Rate and may not reflect the exchange rate of your contribution method at the time of your purchase of Tokens.
2. You are agreeing to participate in the Network in some manner, and you understand that it is your responsibility to participate, meaning that the Network surrounding this project is NOT solely dependent upon the efforts of Company managers, but by the members engaging with the Company Network and Services;
3. You have sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and distributed ledger technology to understand these Terms and to appreciate the risks and implications of purchasing the Tokens;
4. You have read and understand these Terms (including the totality of the White Paper to which these Terms also apply);
5. You are aware of the Company's business affairs and financial condition and have obtained sufficient information about the Company to reach an informed decision to purchase the Tokens;
6. You will not be able to transfer Tokens until they have been unlocked by the Company;
7. You have obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;

8. You understand that the Tokens confer only the right to provide and receive Services in the Network and confer no other rights of any form with respect to the Network or Company, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
9. You are not purchasing Tokens for any uses or purposes other than to provide or receive Services in the Network, including, but not limited to, any investment, speculative or other financial purposes and you agree that, other than your use of the Tokens on the Network, that you will not, directly or indirectly, transfer any Tokens into the United States, or to or for the account or benefit of any U.S. person or any other country that could compromise our reputation.
10. Your purchase of Tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the Tokens and entering into contracts with us, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
11. You will comply with any applicable tax obligations in your jurisdiction that may be relevant to your purchase, holding, redemption, sale, or transfer of the Tokens;
12. You agree to promptly provide to the Company or its nominee, upon request, proof of identity and/or source of funds and/or other documentation or other information that the Company may request from time to time in connection with the Company's obligations under, and compliance with, applicable laws and regulations, including but not limited to anti-money laundering legislation, regulations or guidance and/or tax information reporting or withholding legislation, regulations or guidance;
13. You are at least 18 years old and are legally able to obtain and use the Tokens.
14. You understand with regard to Tokens, that we make no guarantees that you will be able to resell Tokens, or as to its future value, and that no market liquidity may be guaranteed and that the value of Tokens over time may experience extreme volatility or depreciate in full;
15. You are purchasing the Tokens primarily to participate in the platform, being aware of the commercial risks associated with the Company application;
16. You understand the creation of the Tokens does not involve the purchase of shares or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
17. You understand that the transfer of cryptocurrencies or fiat to the Network, the creation of the Tokens and the maintenance of the Network carry significant financial, regulatory and reputational risks as further set forth in the Terms;

18. You understand that you have no right against any other party to request any refund of contributions submitted to the Network for the creation of the Tokens under any circumstance; and
19. You agree not to allow anyone to use your Wallet or share your User Credentials with any other person for the purpose of facilitating their unauthorized access to the Token Sale. If you do share your User Credentials with anyone we will consider their activities to have been authorized by you. You alone are responsible for any acts or commissions that occur during the Token Sale through the use of your User Credentials. We reserve the right to suspend or block your access to the Token Sale upon suspicion of any unauthorized access or use, or any attempted access or use, by anyone associated with your User Credentials.

13. Your Responsibilities

1. **Security and Backup** . You are responsible for properly configuring any software in connection with your access to, or use of, Tokens. The Network log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other person, including any other individual or entity, except that, if you are an entity, you may disclose your credentials to your employees, contractors or agents performing work on your behalf. You are responsible for any person's use of your credentials.
2. **End User Violations** . You will be deemed to have taken any action that you permit, assist or facilitate any person to take related to these Terms. You are responsible for any actions taken by anyone who purchases Tokens from you (this person is referred to herein as an "**End User**"). You will ensure that any End User complies with your obligations in these Terms and that the terms of your agreement with any End User are consistent with these Terms.
3. **End User Support** . You are responsible for providing customer service (if any) to any End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide support or services.

14. Additional Representations and Warranties Regarding Export Controls and Sanctions Regulations.

In connection with these Terms, you agree to comply strictly with all applicable import, re- import, export, and re-export control and sanctions laws, regulations, guidance and programs, including but not limited to the U.S. Export Administration Regulations ("**EAR**") administered by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**"), the International Traffic in Arms Regulations administered by the U.S. Department of State's Directorate of Defense Trade Controls ("**DDTC**"), and economic sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").

Without limiting the foregoing, by transacting in Tokens and accessing our Services you agree that you are not:

1. purchasing Tokens or otherwise transacting in Tokens from within countries or regions comprehensively sanctioned by OFAC (currently, the Crimea region of Ukraine, Cuba, Iran, North Korea, and Syria);

2. purchasing Tokens or otherwise transacting in Tokens on behalf of any governments or government instrumentalities comprehensively sanctioned by OFAC, wherever located;
3. an individual or entity, or acting on behalf of any individual or entity, identified on BIS's Denied Persons, Unverified, or Entity Lists, or OFAC's List of Specially Designated Nationals, Foreign Sanctions Evaders, or List of Consolidated Sanctions, or DDTC's Debarred Parties List (collectively, "Restricted Parties"), nor an entity in which one or more Restricted Parties own in the aggregate, directly or indirectly, a 50 percent or greater interest; or
4. a citizen or resident of any geographic area in which access to or use of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act.
5. a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

By transacting in Tokens or accessing our Services you also agree that you will not use the Tokens or Services to conduct or facilitate any transactions with such persons described in (a)-(d) above. You agree that if your country of residence, status as a Restricted Party, or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Tokens and Services. If you are registering to use the Tokens on behalf of a legal entity, you further represent and warrant that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and that you are duly

authorized by such legal entity to act on its behalf. You agree that you are solely responsible for compliance related to your use of Tokens.

15. Additional Representations and Warranties Regarding Anti-Money Laundering & Anti-Bribery

By transacting in Tokens and accessing our Services, you agree that no payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to:

1. the government of any country designated by the U.S. Secretary of State as a country supporting international terrorism;
2. the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury as a money laundering; or
3. directly or indirectly, any illegal activities.

By transacting in Tokens and accessing our Services, you further agree that all payments or other transfer of value to the Company by you will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such

an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Internal Revenue Code as in effect at the time of the payment or other transfer of value. In the event that you or the source of the funds for the Tokens, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “**Non-U.S. Bank**”) in connection with the acquisition of Tokens, the Non-U.S. Bank:

4. has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities;
5. employs one or more individuals on a full-time basis;
6. maintains operating records related to its banking activities;
7. is subject to inspection by the banking authority that licensed it to conduct banking activities; and
8. does not provide banking services to any other Non- U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

You acknowledge that pursuant to anti-money laundering laws and regulations, the Company may be required to collect documentation verifying the identity and the source of funds used to acquire a Token before, and from time to time after, the date of this Agreement. You further agree that no payment or other transfer of value to the Company and no payment or other transfer of value to you shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, anti- bribery or anti-boycott laws or regulations.

16. Proprietary Rights

1. **Suggestions** . If you provide any suggestions to us or our affiliates, we will own all right, title, and interest in and to those suggestions, even if you have designated the suggestions as confidential or proprietary. We and our affiliates will be entitled to use the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.
2. **Hardware and Software** . Under no circumstances will you gain any proprietary rights in any computer hardware or software (except the value of the Tokens in your Resulting Distribution) used by us or our affiliates.
3. **Intellectual Property** . We retain all right, title, and interest in all of our intellectual property (the “**Company IP**”), including inventions, designs, discoveries, processes, marks, methods, compositions, formulae, techniques, knowhow, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon, and we retain all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognized in the future, as well as all applications, extensions, and renewals in relation to such rights. You may not use any of the Company IP for any reason, except with our express, prior,

written consent which may be revoked by us, and you are not entitled, for any purpose, to any of the Company IP. We shall at all times retain ownership, including all rights, title, and interests in and to the Company IP, and you understand and accept that by contributing cryptocurrencies or fiat for the purchase of Tokens pursuant to these Terms, you shall not:

1. Acquire or otherwise be entitled to any Company IP;
2. Make a claim in respect of any Company IP or any other equivalent rights; or
3. Use, attempt to use, copy, imitate or modify (whether in whole or in part) any

Company IP, except with our prior written consent.

17. Indemnification

1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all actual and threatened claims, lawsuits, demands, actions, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether claimed by Company Parties or third parties including governmental authorities, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively “**Claims**”) arising from or relating to (i) your acquisition or use of Tokens, (ii) the performance or non-performance of your responsibilities or obligations under these Terms, (iii) your breach or violation of these Terms, (iv) any inaccuracy in any representation or warranty made by you, (v) your violation of any rights (including, but not limited to, intellectual property rights) of any other person or entity or (vi) any act or omission of yours that is negligent, unlawful, or constitutes willful misconduct. This foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to the Parties under applicable law.
2. Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 17(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company.

18. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS RELATING TO THE TOKENS (WHETHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE; (B) WE DO NOT REPRESENT OR WARRANT THAT THE TOKENS ARE RELIABLE,

CURRENT, ERROR-FREE, OR DEFECT- FREE, MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE TOKENS OR THE DELIVERY MECHANISM FOR TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF, INCLUDING, BUT NOT LIMITED TO, CONVERSATIONS OF ANY KIND, WHETHER TAMORUGH ORAL OR ELECTRONIC COMMUNICATION.

WE DO NOT AND WILL NOT PROVIDE YOU WITH ANY SOFTWARE OTHER THAN THE TOKENS IN YOUR RESULTING DISTRIBUTION. YOU UNDERSTAND THAT TOKENS, DISTRIBUTED LEDGER TECHNOLOGY, THE CURRENT PROTOCOL, AND CRYPTOCURRENCIES ARE NEW AND UNTESTED TECHNOLOGIES OUTSIDE OF OUR CONTROL AND ADVERSE CHANGES IN MARKET FORCES OR TECHNOLOGY WILL EXCUSE OUR PERFORMANCE UNDER THESE TERMS.

TRANSACTIONS USING DISTRIBUTED LEDGER TECHNOLOGY, SUCH AS THOSE INVOLVING THE PRESALE OR TOKEN SALE, ARE AT RISK TO MULTIPLE POTENTIAL FAILURES, INCLUDING HIGH NETWORK VOLUME, COMPUTER FAILURE, DISTRIBUTED LEDGER FAILURE OF ANY KIND, USER FAILURE, TOKEN THEFT, AND NETWORK HACKING. WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA, CRYPTOCURRENCIES, TOKENS, HARDWARE OR SOFTWARE RESULTING FROM ANY TYPES OF FAILURES, THEFT, OR HACK.

Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this

Section may not apply to you. In such an event, the terms that are not enforceable in the relevant jurisdiction shall be severed from these Terms in accordance with Section 23 herein. **NEITHER THESE TERMS NOR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY CONSTITUTES A PROSPECTUS OR OFFERING DOCUMENT AND IS NEITHER AN OFFER TO SELL NOR THE SOLICITATION OF AN OFFER TO BUY ANY INVESTMENT OR FINANCIAL INSTRUMENT IN ANY JURISDICTION. THE TOKENS SHOULD NOT BE ACQUIRED FOR SPECULATIVE OR INVESTMENT PURPOSES WITH THE EXPECTATION OF MAKING A PROFIT ON IMMEDIATE OR FUTURE RESALE.**

NO REGULATORY AUTHORITY HAS EXAMINED OR APPROVED ANY OF THE INFORMATION SET FORTH IN THESE TERMS OR ANY RELATED DOCUMENTATION OR COMMUNICATION BY THE COMPANY. NO SUCH ACTION HAS BEEN OR WILL BE TAKEN UNDER THE LAWS, REGULATORY REQUIREMENTS, OR RULES OF ANY JURISDICTION.

19. Limitation of Liability

1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE, LOSS OF USE OR DATA, LOSS OR DEPLETION OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF CONTRACT, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, OR THE LIKE) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE,

WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

2. THE LIMITATIONS SET FORTH IN THIS SECTION 19 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.
3. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section may not apply to you.

20. Release

To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, losses, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties. **You expressly waive any and all rights which you may have under Spanish Civil Code § 1542, as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

21. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

1. Binding Arbitration. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "**Disputes**") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Company (i) waive your and Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court and (ii) waive your and Company's respective rights to a jury trial. Instead, you and Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the

Dispute and making a final and binding determination to resolve it instead of having the

Dispute decided by a judge or jury in court).

2. No Classwide Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and Company and will be resolved solely through individual arbitration and will not be brought as a classwide arbitration, class action or any other type of representative proceeding. There will be no classwide arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
3. Arbitration: These Terms affect interstate commerce, and the enforceability of this Section 21 will be both substantively and procedurally governed by and construed and enforced in accordance with the ICC rules, to the maximum extent permitted by applicable law.
4. Notice; Informal Dispute Resolution. Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Company shall be sent by e-mail to Company at info@amoria.global. Notice to you shall be by email to the then-current email address in your Company account. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute and (iii) the specific relief that you are seeking. If you and Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or Company may, as appropriate and in accordance with this Section 21, commence an arbitration proceeding or, to the extent specifically provided for in Section 21(a), file a claim in court.
5. Process. Any arbitration will occur in Paris ICC. Arbitration will be conducted confidentially by a single arbitrator in accordance with the ICC rules, which are hereby incorporated by reference. The state and federal courts located in Barcelona, Spain will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
6. Authority of Arbitrator. As limited by the ICC, these Terms and the applicable ICC rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
7. Rules of ICC The rules of ICC and additional information about ICC are available on the ICC website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of ICC or (ii) waive your opportunity to read the rules of ICC and any claim that the rules of ICC are unfair or should not apply for any reason.

8. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause, or provision in this Section 21 is held invalid or unenforceable, it will be held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section 21 will remain valid and enforceable. Further, the waivers set forth in Section 21(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

22. Governing Law and Venue

These Terms will be governed by and construed and enforced in accordance with the laws of the Kingdom of Spain, without regard to conflict of law rules or principles (whether Spanish or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved and filed only in the state or federal courts of Kingdom of Spain. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

23. Severability

If any term, clause, or provision of these Terms is held to be illegal, invalid, void, or unenforceable (in whole or in part), then such term, clause, or provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision in these Terms, which will remain in full force and effect. Any invalid or unenforceable provisions will be interpreted to effect the intent of the original provisions. If such construction is not possible, the invalid or unenforceable provision will be severed from these Terms, but the rest of these Terms will remain in full force and effect.

24. Modifications to the Terms.

We may modify these Terms and the Network Terms and Policies at any time by, at our option, posting a revised version on the Company Site, other channels we make available or, only if you have provided us with an email address, by email. The modified provisions will become effective upon posting or the date indicated in the posting, or if we notify you by email, as stated in the email. It is your responsibility to check the Company Site and other channels regularly for modifications. Your continued use of Tokens or the Network after any modification become effective constitutes your acceptance of the modification. Please contact us by email at info@amoria.global if you do not accept any modifications. We last modified these Terms on the date listed at the beginning of these Terms.

25. Miscellaneous

1. Confidentiality and Publicity. You may use Company Confidential Information (as defined

below) only in connection with your purchase of Tokens and pursuant to the terms of these Terms. You will not disclose Company Confidential Information during or after the Token Sale, including the Presale Period. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Company Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to these Terms or your purchase of Tokens. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse or contribute to you or your business endeavors) or express or imply any relationship or affiliation between us and you or any other person.

1. “**Company Confidential Information**” means all nonpublic information disclosed by us, our affiliates, business partners and our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Company

Confidential Information includes: (a) nonpublic information relating to our or our affiliates' or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Company Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this agreement; (ii) can be shown conclusively by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or can be shown conclusively by documentation to have been independently developed by you without reference to the Company Confidential Information.

2. **Force Majeure** . We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, flood, fire, earthquake, explosion, storm, or other elements of nature, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, changes in distributed ledger technology, changes in the AMORIA protocols or any other force, event or condition outside of our control.

3. **Independent Contractors** . We and you are independent contractors, and neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

4. **No Partnership or Joint Venture** . Nothing in these Terms shall be deemed to create any form of partnership, joint venture, or any similar relationship between you and the Company and/or other individuals or entities involved with the development, deployment, and maintenance of the Network and/or the Company Parties and/or the Network.

5. **No Third Party Beneficiaries** . These Terms do not create any third-party beneficiary rights in any person except for any of our affiliates or licensors as provided in these Terms.

6. **Import and Export Compliance** . In connection with these Terms, you will comply with all applicable import, re-import, export, and re-export control and laws, regulations, guidance and programs, including the Export Administration Regulations, the International Traffic in Arms Regulations and country or individual-specific economic sanctions programs implemented by the Office of Foreign Assets Control. You are solely responsible for compliance related to your use of Tokens.

7. **Notices**

1. **To you:** We may provide any notice to you, at our option, under these Terms by (A) posting a notice on the Company Site or (B) sending an email to the email address then associated with your account. Notices we provide by posting on the Company Site will be effective upon posting, and notices we provide by email, if any, will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

2. **To us:** To give us notice under these Terms, you must contact the Company by email to info@amoria.global. We may update this email address for notices to us by posting a notice on the Company Site or sending an email to you. Notices to us will be effective when received by us.

3. **Language:** All communications and notices to be made or given pursuant to these Terms must be in the English or Spanish language.

8. **Assignment.** You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer in violation of this Section 25(h) will be void. We may assign these Terms or any of its provisions without your consent. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

9. **No Waivers.** The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

10. **Entire Agreement.** These Terms set forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes, replaces, and extinguishes any and all prior or contemporaneous disclosures, discussions, understandings, agreements, draft agreements, arrangements, warranties, statements, assurances, representations, and undertakings of any nature made by, or on behalf of the parties, whether oral or written, public or private, in relation to the subject matter herein.

SCHEDULE 1
INTENDED FUNCTIONALITY OF AMOR ON THE NETWORK

Amoria (AMRA) is a utility token to be used on the Network of Amoria. Amoria is not a security and is not intended for speculative investment. The Company makes no promises of future performance or future value of Amoria (AMRA) tokens for the provision of Services within the Network. Holding Amoria (AMRA) is in no way the equivalent of holding a share in the Company: The holders of Amoria (AMRA) tokens (the “**Tokenholders**”) are not entitled to participate in Company decision making, profits, revenue share, or otherwise, and Token holders have no rights in the Company, implied or otherwise.

Importantly, Token holders should have no expectation of profiting from their purchase of Amoria (AMRA) tokens. Amoria (AMRA) tokens are sold as a functional good, and all proceeds received by the Company in connection with the operation of its business, including without limitation developing and deploying the Network, as well as all proceeds received by the Company in connection with the sale of Amoria (AMRA) tokens, may be spent freely by Company, absent any conditions or restrictions.

There is a finite supply of Amoria tokens that is intended to circulate amongst users and within the Network continuously. It is not expected that Amoria tokens will be ‘burned’ and/or canceled on the current blockchain, and it will, therefore, serve as a reusable means of exchange for goods and services, for use only within the Network. Tokens will continuously circulate within the Network, passing from one user to another in

exchange for performance of the roles vital to the functioning of the Network. **The success of the Network will depend on the utility of Amoria tokens within the Network. You should not purchase Amoria tokens if you do not intend to use them on the Network for the purposes described in our White Paper.**

POSSIBILITY OF CHANGE TO THE FUNCTIONALITY OF THE TOKENS
WE RESERVE THE RIGHT TO AMEND THE INTENDED FUNCTIONALITY OF THE TOKENS. WE SHALL PROVIDE NOTICE OF ANY CHANGES THAT WE DECIDE TO MAKE TO THE FUNCTIONALITY OF THE TOKENS IN ACCORDANCE WITH SECTION 25(G) OF THE TERMS. IT IS YOUR RESPONSIBILITY TO REGULARLY MONITOR OUR WEBSITE FOR ANY SUCH NOTICES AND TO ENSURE THAT WE HAVE YOUR CURRENT EMAIL ADDRESS.

SCHEDULE RISK DISCLOSURES

2

- 1. Risk of Losing Access to Amoria (AMRA) tokens Due to Wallet Incompatibility:** A valid address from a compatible wallet (e.g., Bitpay, or Metamask) is required to receive your Amoria tokens. A compatible wallet is a wallet that possesses technical infrastructure that is compatible with the receipt, storage, and transfer of Amoria tokens. Non-compatible wallet addresses will not be accepted. In addition, the address used must not be associated with a third-party exchange or service that has custody over the private key (e.g., Coinbase, etc.). You must own the private key if your address is an exchange address.
- 2. Risks Associated with the current Protocol: Amoria tokens** and the Network are based on a distributed ledger protocol. As such, any malfunction, unintended function, unexpected functioning of or attack on the current protocol may cause the Network or Amoria tokens to malfunction or function in an unexpected or unintended manner. The Network may be the target of malicious attacks seeking to identify and exploit weaknesses in the software or the Network, which may result in the loss or theft of Amoria tokens. For example, if the Amoria tokens and the Network are subject to unknown and/or known security attacks (such as double-spend attacks, 51% attacks, or other malicious attacks), such attacks may materially and adversely affect the Network and the utility of the Amoria tokens.
- 3. Risks Associated with Purchaser Credentials:** Any third party that gains access to or learns of your wallet login credentials or private keys may be able to dispose of your Amoria tokens. To minimize this risk, you should guard against unauthorized access to your electronic devices. Best practices dictate that you safely store private keys in one or more backup locations geographically separated from the working location. In addition, you are responsible for giving us the correct Token Receipt Address to send you your Amoria tokens. If you give us the incorrect Token Receipt Address to send your Amoria tokens to, we are not responsible for any loss of Amoria tokens that may occur.
- 4. Risk of Unknowable or Unfavorable Regulatory Action in One or More Jurisdictions:** Regulation of tokens (including the Tokens), token offerings, or SAFT offerings, cryptocurrencies, blockchain technologies, and cryptocurrency exchanges is not yet mature and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions, and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of the Network and the adoption and utility of the Tokens. Failure by the Company or certain users of the Network to comply with any laws, rules,

and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines. As distributed ledger networks and distributed ledger assets have grown in popularity and in market size, federal and state agencies have begun to take an interest in and, in some cases, regulate their use and operation. In the case of virtual currencies, state regulators like the New York Department of Financial Services have created new regulatory frameworks. Others, as in Texas, have published guidance on how their existing regulatory regimes apply to virtual currencies. Some states, like New Hampshire, North Carolina, and Washington, have amended their respective state statutes to include virtual currencies into existing licensing regimes. Treatment of virtual currencies continues to evolve under federal law as well. The Department of the Treasury, the SEC, and the Commodity Futures Trading Commission (“**CFTC**”), for example, have published guidance on the treatment of virtual currencies. The IRS released guidance treating virtual currency as property that is not currency for U.S. federal income tax purposes, although there is no indication yet whether other courts or federal or state regulators will follow this classification for other (non-tax) purposes. Both federal and state agencies have instituted enforcement actions or investigations against those allegedly violating their interpretation of existing laws. The regulation of the non-currency use of distributed ledger assets, including the Tokens, is also uncertain. The CFTC has publicly taken the position that certain distributed ledger assets are commodities, and the SEC has issued a public report stating federal securities laws require treating some blockchain assets as securities. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a distributed ledger network or asset, the Network and Tokens may be materially and adversely affected. Distributed ledger networks also face an uncertain regulatory landscape in many jurisdictions such as the United States, the European Union, China, and Russia. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect the Network. Such laws, regulations or directives may be in conflict with each other or may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of the Network and the adoption and utility of the Tokens. New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which the Tokens may be exchanged, the liquidity and use of the Tokens, and the structure, rights, and transferability of Tokens

5. **Risk of Regulatory Action in the United States if the Tokens are Deemed to be Securities offered in the United States.** We believe Tokens are utility tokens that have a specific consumptive use; they allow participants in the Network to submit and classify potential threats on the AMORIA Ecosystem by replacing traditional lump anti-virus and threat scanning subscriptions with collection and distribution of fees to value-adding, active security experts. These security experts will be incentivized to provide a quality output of malintent detection through the decentralized AMORIA Ecosystem that will run on the Tokens, and they, therefore, have a specific consumptive use. Due to the nature of Tokens, we do not think they should be considered a “security” as that term is defined in the Securities Act Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores.

6. **Risk of Alternative Networks:** It is possible that alternative networks could be established that utilize the same or similar open-source code and protocol underlying the Network and attempt to facilitate services that are materially similar to the Services on the Network. The Network may compete with these alternative networks, which could negatively impact the Network and the Tokens.

- 7. Risk of Insufficient Interest in the Network or Distributed Applications:** It is possible that the Network will not be used by a large number of businesses, individuals, and other organizations and that there will be limited public interest in the creation and development of distributed ledger technologies. Because the success of the Network depends, in part, on the growth and adoption of the use of current and other distributed ledger technologies, such a lack of interest could negatively impact Amoria tokens and the Network.
- 8. Risk that the Network, as Developed, Will Not Meet the Expectations of the Company or the Purchaser:** The Network may undergo significant changes over time. Moreover, we have limited control over how other participants will use the Network, what products or services will be offered through the Network by third parties, or how third-party products and services will utilize the Tokens (if at all). This could create the risk that Tokens or the Network, may not meet your expectations at the time of purchase, for any number of reasons including mistaken assumptions or analysis, a change in the design and implementation plans, and execution of the Network. Furthermore, despite our good faith efforts to develop, complete, and participate in the Network, it is still possible that the Network will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Network and Tokens, and your Tokens may become useless due to technical, commercial, regulatory or any other reasons.
- 9. Risks from Taxation:** The tax characterization of Amoria tokens is uncertain. You must seek your own tax advice in connection with the acquisition, storage, transfer, and use of Amoria tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties, or other charges and tax reporting requirements.
- 10. Risk of Theft and Hacking:** Hackers or other groups or organizations or countries may attempt to interfere with the Network or the availability of Amoria tokens in any number of ways, including service attacks, denial of service attacks, Sybil attacks, spoofing, smurfing malware attacks, or consensus-based attacks, or phishing, or other novel methods that may or may not be known to steal Amoria. Any such successful attacks could result in theft or loss of your payment of cryptocurrencies or your Tokens, adversely impacting the ability to develop the Network and derive any usage or functionality from the Tokens.
- 11. Risk of Security Weaknesses in the Network Core Infrastructure Software:** The Network operates on an open-source protocol maintained by the Company and other contributors. As an open-source project, the Network will not be represented, maintained, or monitored by an official organization or authority. The open-source nature of the Network protocol means that it may be difficult for the Company or contributors to maintain or develop the Network and the Company may not have adequate resources to address emerging issues or malicious programs that develop within the Network adequately or in a timely manner. Third parties not affiliated with the Company may introduce weaknesses or bugs into the core infrastructure elements of the Network and open-source code which may negatively impact the Network. Such events may result in a loss of trust in the security and operation of the Network, and a decline in user activity and could negatively impact the Tokens.
- 12. Risk of Weaknesses or Exploitable Breakthrough in the Field of Cryptography:** Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to Amoria tokens and the Network by rendering ineffective the cryptographic consensus mechanism that underpins the current protocol. Smart contracts and their underlying software application and software platforms are still in an early development stage and unproven. There is no warranty or assurance that the process for creating Amoria tokens will

be uninterrupted or error-free, and there is an inherent risk that the software could contain defects, weaknesses, vulnerabilities, viruses, or bugs causing, inter alia, the complete loss of any cryptocurrency you contribute, the theft or loss of your Tokens, or a reduction in the utility of your Tokens.

13. Risk of Amoria Mining Attacks: As with other decentralized cryptographic tokens and cryptocurrencies, the distributed ledger used for the Network is susceptible to mining attacks, including double-spend attacks, majority mining power attacks, selfish-mining attacks, and rare condition attacks. Any successful attacks present a risk to the Network, Amoria tokens, and expected proper execution and sequencing of contract computations. Despite the efforts of the Company team, the risk of known or novel mining attacks exists. You understand and accept that the network of miners will ultimately be in control of the delivery of Amoria via smart contracts and that a majority of miners could agree at any point to make changes, updates, modifications to, or effect a deletion or destruction of the Network, and that such a scenario could lead to Amoria tokens losing intrinsic value and/or functionality.

14. Risk of Lack of Adoption or Use of the Network: While Amoria tokens should not be viewed as an investment, it may have value over time due to its utility on the Network. That value may be limited or non-existent if the Network lacks use and adoption. If this becomes the case, there may be few or no markets in which Amoria tokens may be sold following the launch of the platform, potentially having an adverse impact on Amoria tokens.

15. Risk of an Illiquid Market for Amoria tokens: The Company is not aware of any marketplace for Amoria tokens and does not support a marketplace for Amoria tokens. There may never be any such marketplace for Amoria tokens. There are currently no exchanges upon which Amoria tokens would trade. If such exchanges ever do develop, they will likely be relatively new and subject to poorly understood regulatory oversight. Such exchanges may, therefore, be more exposed to fraud and failure than established, regulated exchanges for other products, and such exposure may have a negative impact on Amoria tokens. Furthermore, to the extent that third parties do ascribe an external exchange value to Amoria tokens (e.g., as denominated in a crypto or fiat currency), such value may be extremely volatile and diminish to zero. You should not purchase Amoria tokens as a form of investment on a speculative basis or otherwise, or for a financial purpose, with the expectation or desire that their inherent, intrinsic, or cash-equivalent value may increase over time. You assume all risks associated with such speculation or actions and any errors associated therewith, and you accept that Amoria tokens is not offered by the Company or its affiliates on an investment basis or for such purpose. You further acknowledge that any funds that you consider to be invested in Amoria tokens will not be protected, guaranteed, or reimbursed by any governmental, regulatory, or other entity.

16. Risk of Uninsured Losses: Unlike bank accounts or accounts at some other financial institutions, funds held using the Network or Amoria network are generally uninsured. In the event of any loss, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurer, to offer recourse to the purchaser.

17. Risk of Dissolution of the AMORIA Project: It is possible that, due to any number of reasons, including, but not limited to, a decrease in Amoria utility due to (i) negative adoption of the Network, (ii) an unfavorable fluctuation in the value of cryptocurrencies (or other cryptographic and fiat currencies, (iii) the failure of commercial relationships, or (iv) intellectual property ownership challenges, the Network may no longer be viable to operate, and the AMORIA project may dissolve.

18. Risk of Malfunction in the Network: It is possible that the Network malfunctions in an unfavorable way, including one that results in the loss of Amoria tokens.

19. Risks Arising from Lack of Governance Rights: Because Tokens confer no governance rights of any kind with respect to the Network or the Company, all decisions involving the Company's products or services within the Network or the Company itself will be made by the Company at its sole discretion, including, but not limited to, decisions to discontinue its products or services in the Network, to create and sell more Tokens for use in the Network, or to sell or liquidate the Company. These decisions could adversely affect the Network and the utility of any Tokens you own, including their utility for obtaining Services.

20. Risks Associated with Our Intellectual Property: The Company considers any technology that it develops to be proprietary. Our ability to compete depends in part upon our ability to protect our rights to the technology that we develop. The Company will also rely on trademark, copyright, and trade secret law to protect its rights. However, these laws offer only limited protection. In addition, other countries may provide the Company with little to no intellectual property right protection. As the number of distributed ledger products and services available to consumers increase, and as the uses of such products and services overlap, companies in the industry may become subject to additional intellectual property disputes. Any litigation to protect our intellectual property rights would be expensive, time-consuming, and unpredictable. Such litigation could adversely affect our business, including our financial condition, regardless of the outcome. There can be no assurances that any steps taken to protect intellectual property rights will be successful in deterring misappropriation or independent third-party development of our technology. Similarly, third parties may assert infringement and misappropriation claims against us. Regardless of the merit, these actions could distract management from our business and adversely affect our financial condition and operating revenues. The Company may need to enter into confidentiality agreements with its consultants, business partners and investors in an attempt to protect the Company's proprietary rights. Nevertheless, these attempts to protect our proprietary rights may be inadequate. If the Company is unable to protect its intellectual property, the utility of the Tokens may decline or diminish and the Network may fail.

21. Risks Associated with Data Privacy Laws: There are a number of data protection, security, privacy and other government- and industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm the Network's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using the Network, which would reduce or diminish the utility of the Tokens and cause the Network to fail.

22. Unanticipated Risks: Cryptographic tokens are a new and untested technology. In addition to the risks discussed in the White Paper and these Terms, there are risks that the AMORIA team cannot anticipate. Further risks may materialize as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

ANNEX II - Client KYC/PBC Due Diligence Sheets

The information and documentation that Amoria requires for this issue from investors and potential investors for the prevention of money laundering and the financing of terrorism are listed below. However, Amoria may request more information or strengthen its due diligence processes for its investors and potential investors in the event that Amoria believes that there may be a larger risk of money laundering or terrorism financing.

1. Money laundering prevention sheet for an individual/physical person

- Information
 - Given name(s)
 - Surname(s)
 - Date of birth
 - Address
 - Postal code/city
 - Country
 - Nationality
 - Are you a politically exposed person? Y/N
 - Are you a citizen of the United States of America? Y/N
- Documentation
 - ID proof
 - Residence proof

2. Money laundering prevention sheet for a company/legal person

- Company information and documentation
 - Information
 - Company name
 - Registration number/Tax ID number (NIF in Spain)
 - Legal form (S.L., S.A., etc.)
 - Address
 - City
 - Postal code
 - Country of residence
 - Jurisdiction
 - Documentation
 - Commercial registry extract
 - By-laws

- Power of attorney (of representative)
 - Representative's information and documentation
 - Information
 - Given name(s)
 - Surname(s)
 - Date of birth
 - Address
 - Postal code/city
 - Country
 - Nationality
 - Are you a politically exposed person?
 - Documentation
 - ID proof
 - Residence proof
 - Information/documentation of beneficial owner
 - Information
 - Percent participation in the company
 - Given name(s)
 - Surname(s)
 - Date of birth
 - Address
 - Postal code/city
 - Country
 - Nationality
 - Are you a politically exposed person? Y/N
 - Are you a citizen of the United States of America? Y/N
 - Documentation
 - ID proof
 - Residence proof