

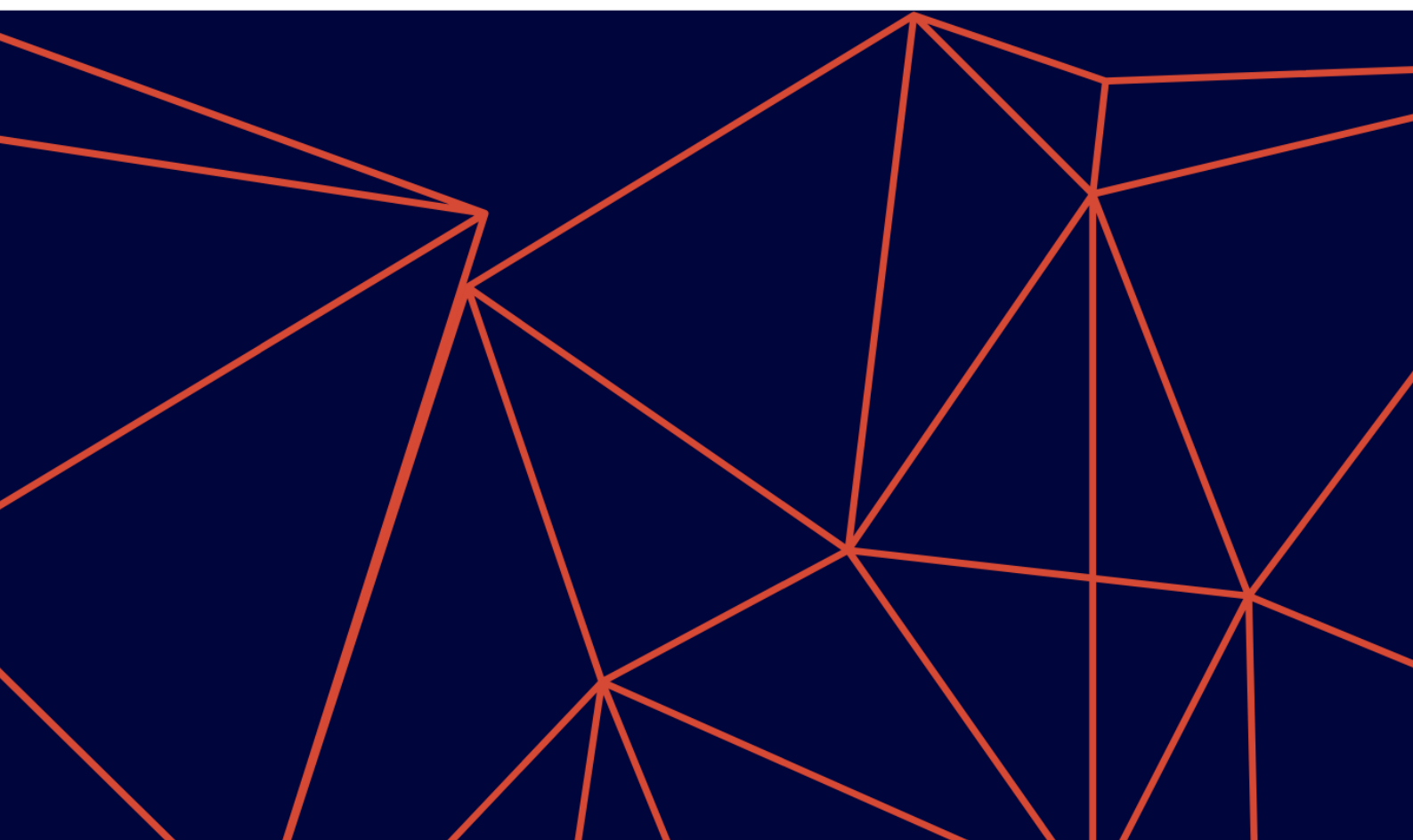
WHITEPAPER

TOKEN FOTT

(FIBRE OPTIC TECHNOLOGY TOKEN)

Security Token Offering Document

CRYPTO**VERITAS**
360



SECURITIES ISSUANCE OFFER DOCUMENT
INSTALVIA TELECOMMUNICATIONS S.L.
(TOKEN FOTT #1 | COMMERCIAL PARTICIPATORY LOAN)

for the Offer of securities carried out by virtue of article 35 of Royal Legislative Decree 4/2015, of October 23, which approves the consolidated text of the Securities Market Law, at a nominal value of [€100] for each title issued, beginning on 25/04/22 and ending on 23/07/22.

Date: 25/04/22

The investments described in this document may be of very high risk, and may even lead to the loss of the entire amount invested. The tokens that can be acquired will not be held by entities legally authorized to provide investment services, and the registration technology that is planned to be used (blockchain) is new and may entail significant risks.

*This document is not configured as an "Information Brochure" nor has it been subject to any type of review by the National Securities Market Commission (CNMV) or any other administrative authority. **As published by the CNMV on September 20, 2018 in the document entitled "Criteria in relation to ICOs" in line with the document "Fintech Q&A" previously published by the CNMV itself**, the investment services company must carry out "supervision overview of the process and validate the information to be delivered to investors, which must be clear, impartial and not misleading and refer to the characteristics and risks of the securities issued, as well as the legal and economic-financial situation of the Issuer in a sufficiently detailed to allow the investor to make an informed decision". In this way, this Issue will **involve PULSAR CAPITAL EAF, S.L., hereinafter, Investment Services Company or ESI, a Financial Advisory Company (EAF) and private, supervised by the CNMV, performing the indicated functions.***

¹ <http://cnmv.es/DocPortal/Fintech/CriteriosICOs.pdf>

¹ <http://www.cnmv.es/docportal/Legislacion/FAQ/QAsFinTech.pdf>

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It is essential that those who decide to buy or invest in assets of this type or similar consider all the associated risks and assess whether they have enough information to understand what is offered.

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inform themselves and observe the relevant legal or regulatory restrictions to which they may be subject and seek all necessary professional advice.

The investments described in this document may be very high risk and may even result in the loss of the entire investment. The activity to which the funds raised will be allocated is novel and does not correspond to any proven business model. The "tokens" that can be acquired will not be guarded by entities legally authorized to provide investment services and the registration technology that is expected to be used (blockchain) is also new and may entail significant risks.

DEFINITIONS

<u>Offer Document</u>	Informative document of the offer of tokens through the Issuance.
<u>EAF</u>	Financial Advisory Company "PULSAR CAPITAL EAF, S.L.", located at C/ Gran Vía 78 - 28013 MADRID (MADRID) and registered in the Mercantile Registry of Madrid, in volume 34,946, folio 180, section 8, page number M-628544 and in the Register of Financial Advisory Companies of the CNMV with number 199, with address in Madrid, C/ Gran Vía 78, 28013 Madrid, with CIF B87598033.
<u>BEP-20 Standard</u>	It is a technical standard used by the smart contracts of the Binance Smart Chain blockchain network to implement tokens. Tokens created under this standard adhere to a set of rules to accurately predict how they will perform across various third-party applications and on the Binance Smart Chain network itself. Thanks to the creation of a smart contract that uses this standard, anyone can create a token that can be traced, represented and operated in different wallets, Exchanges and other applications.
<u>Issue</u>	Offer to the public of the Tokens object of this Document.
<u>Transmitter</u>	INSTALVIA TELECOMUNICACIONES S.L.
<u>FOTT #1</u>	Fibre Optic Technology Token.
<u>Investor</u>	Acquirer of the issued Tokens of the Project.
<u>KYC</u>	Know Your Customer is the process by which a business verifies and identifies the identity of its customers.
<u>Subscription Period</u>	Period of issuance and acquisition of Tokens.
<u>Project</u>	ATLAS project.

<u>Security Token Offering</u>	Offer to the market (potential investors) of a Token (STO) (digital asset) backed by a tangible asset or project.
<u>Security Token</u>	Digital representation of a financial asset/instrument, generally granting participation in the future income or increase in the value of the issuing entity or a business.
<u>Smart Contract</u>	It is a computer program capable of automatically executing the pre-established conditions in it, based on certain parameters.
<u>Token</u>	Digital representation of a tangible asset or project, such as a crypto asset
<u>Tokenization</u>	Process of digital representation of a tangible asset or project through Tokens
<u>Wallet</u>	Digital wallet for custody and storage of Tokens and cryptocurrencies
<u>Whitelist</u>	Set of accepted token acquirers for the Project

INDEX

1. EXECUTIVE SUMMARY	8
2. GENERAL INFORMATION	10
2.1.- Responsibility for the content of the brochure	10
2.2.- General Data of the Issuer	10
IV. Advisory Team.....	11
<i>The Project Advisory Team is CryptoVeritas360.</i>	11
3.3.- Market size and description	12
3.4.- Relevant business and financial data.....	13
5. MARKETABLE SECURITIES TO BE ISSUED: Token FOTT #1	15
5.1.- Nature of the instrument to be issued.....	15
5.2.- Economic rights related to the Token FOTT #1.....	15
5.3.- Remuneration to investors and form of payment.....	16
5.4.- Start Date and duration of the Instrument	17
5.5.- Instrument Amortization	18
5.6.- Representation of the instrument as a crypto asset.....	18
5.7.- Storage and control of the Tokens by the Investor.....	19
6. RIGHT TO INFORMATION	19
7. TRADING OF FOTT #1 TOKENS.....	20
7.1. Marketing procedure	20
7.3.- Marketing and Placement of Tokens to Investors.	23
7.4.- Investors targeted by the FOTT #1 Token Issuance	23
7.5.- Subscription Period	24
7.6.- FOTT #1 Token Subscription	25
7.7.- Cryptocurrencies accepted	26
7.8.- Token Price	26
7.9.- Fixing the exchange rate for cryptocurrencies	26
7.10.- Token Distribution.....	26
7.11.- Maximum placement amount	26

8. TRANSMISSIBILITY OF FOTT #1 TOKENS.....	27
8.1.- Transferability in regulated markets.	27
8.2.- Transferability between Individuals	27
9. TAXATION.....	28
10. RISK FACTORS RELATED TO THE INVESTMENT.....	28
10.1. Risks associated with the offer and negotiation.....	28
10.2. Risks associated with the execution of the project and/or the Issuer.....	29
10.3. Risks associated with the tokens and the technology used.....	31
ANNEX I - PARTICIPATORY LOAN AGREEMENT	34
ANNEX II - KYC FORM INFORMATION.....	41
ANNEX II. A)	44
ANNEX II. B)	45
ANNEX III.- INFORMATION ON THE NON-QUALIFIED INVESTOR	46
ANNEX IV.- REQUEST FOR CLASSIFICATION OF THE INVESTOR INDIVIDUAL AS PROFESSIONAL.....	48
ANNEX V.- REQUEST FOR CLASSIFICATION OF THE LEGAL ENTITY INVESTOR AS PROFESSIONAL.....	50

1. EXECUTIVE SUMMARY

This document describes the issue of securities carried out by INSTALVIA TELECOMUNICACIONES, SL, with fiscal identification CIF: B-04341376, registered office at Calle Severo Ochoa 8, Parque Tecnológico de Andalucía, 29590, Málaga (Spain), registered in the Registry Mercantil de Almería Folio 88 Volume 533, Section 8, Inscription 1, Sheet AL13599 (hereinafter, the Issuer), and which is integrated within the VIATEK GROUP.

The issuance of the FOTT #1 Token is carried out through the so-called VIATEK GROUP, a trademark of INSTALVIA TELECOMUNICACIONES S.L.. GRUPO VIATEK integrates a group of technology companies with an international presence, with more than 1,500 professionals and a network deployed in Europe, Latin America and North Africa, which provides services in Communication Technologies and Infrastructures, flexible, innovative, and adapted to both the needs of private companies and Public Administrations. To do this, it offers solutions for the management and execution of fiber optic deployment projects, telecommunications infrastructure, computer support services, or security engineering, among others.



INSTALVIA TELECOMMUNICATIONS S.L. and its subsidiaries operate in different countries with a direct presence: Peru, Colombia, Chile and Mexico, and develop projects in many other countries that are coordinated from Spain, applying the management model and quality standards necessary to offer solutions to numerous clients, such as: Telefónica, Claro, Securitas Direct, Repsol, Línea Directa, British Telecom, Cap Gemini, etc.

As a result of this growth and expansion strategy, the ATLAS EC project was born, the object of this Informative Document, developed by the Issuer (hereinafter, the Project), which consists of the installation and implementation of the FTTH network method in various areas of Germany, increasing the quality and speed of the

Internet connection for family units, offices and/or buildings, through the use of fiber optics.

INSTALVIA TELECOMMUNICATIONS S.L. It has a 75% stake in a subsidiary called ATLAS EC in Germany, which has been awarded an interesting contract for the development and implementation of FTTH (Fibre to the Home) in this country. With this operation, it is intended to distribute among the investors part of the benefits derived from the Project, offering them the highest possible profitability..

Germany is one of the European Union countries with the highest income rate in the telecommunications infrastructure sector, with approximately 7.1 billion euros for 2021, and an accumulated growth of 4.4% since 2015. In recent years , 3,300 projects have originated, despite the fact that in 2020 only 55.9% of family units had access to this type of network, which makes it a suitable market for the entry of new projects and companies.

The project to which ATLAS EC has access, and for which funds are intended to be raised, aims to reach 4 million homes in 5 years, with an expected investment of around 5,000 million euros by the main contractor UGG. To the extent that an operational structure can be dimensioned, ATLAS will have more participation in the project, and therefore, greater profitability.

This document contains, among other things:

- Information about the project;
- Possible potential market;
- Financial forecasts;
- Financing model through the issuance of Tokens representing a participating loan of a mercantile nature.

The participatory commercial loan instrument, with a duration of 5 years, will be represented by cryptographic assets called "Tokens", with the nature of security tokens, being marketed in accordance with the provisions of the CNMV in the communication of September 20, 2018, in addition to having taking into account the issues set forth in article 35 of the Securities Market Law, due to its legal consideration as a negotiable security.

The financing structure of the Project will be carried out through the issuance of FOTT #1 tokens, which will allow the Issuer to collect the necessary funds for the development of the Project. To do this, prior financing of **€2,500,000.00 (TWO MILLION FIVE HUNDRED THOUSAND EUROS) is required.**

2. GENERAL INFORMATION

2.1.- Responsibility for the content of the brochure

The Issuer accepts responsibility for the content of this document, and declares that, to the best of its knowledge and belief, the information contained in this Offering Document is accurate, and no relevant data is omitted.

In this way, even if the Offer Document is published in several languages, in case of discrepancies in its interpretation, the preferred language will be the one published in Spanish.

The Issuer declares that in the preparation of this document it has taken into account all legal and reasonable precautions to ensure that the information provided in this document is correct, without omitting any fact that affects investment decision-making by investors.

If claims are brought in court on the basis of the information contained in this document, the investor acting as claimant may, under the individual national laws of the Member States of the European Economic Area, have to pay the costs of the translation of the document before the start of court proceedings.

Thus, this Offering Document does not constitute an issue in any jurisdiction where it is illegal. Thus, persons in possession of this document must comply with the distribution regulations applicable in their respective countries.

2.2.- General Data of the Issuer

I. Description and Introduction of the Issuer

The issuing company INSTALVIA TELECOMUNICACIONES, SL, with fiscal identification CIF: B-04341376, registered office at Calle Severo Ochoa 8, Parque Tecnológico de Andalucía, 29590, Málaga (Spain), registered in the Mercantile Registry of Almería Folio 88 Volume 533, Section 8, Inscription 1, Page AL13599 (hereinafter, the Issuer) is a company created with the aim of serving different fields of technology, such as on-site technical service at a national level and technological integration, among others.

In a generic way, it is a technological services company that integrates information technology and telecommunications to solve the new problems that affect organizations of all kinds. Advise, design, install, assist, implement, integrate or maintain any technological, computer, electrical or telecommunications resource.

II. Corporate structure

The issuing company INSTALVIA TELECOMUNICACIONES, S.L., with tax ID: B-04341376, registered office at Calle Severo Ochoa 8, Parque Tecnológico de Andalucía, 29590, Málaga (Spain) is divided into the following holdings:

- or KNIGHT TECHNOLOGY S.L.: 92% Company 100% property of Cesar Caballero Rodriguez
- OTHERS: 8%

III. Management Team

The Management and Advisory Team of the Issuer Company is made up of:



IV. Advisory Team

The Project Advisory Team is CryptoVeritas360.



3. ATLAS PROJECT BUSINESS PLAN

3.1. Products and Services Offered

The business plan of the Project is based on the development and implementation of FTTH (Fiber to the Home) in Germany, an access network method that aims to offer the highest possible speed of internet connection through the use of fiber optics that supplies directly to homes, buildings or offices. With this operation, it is intended to distribute among the investors part of the benefits derived from the Project, offering them the highest possible profitability.



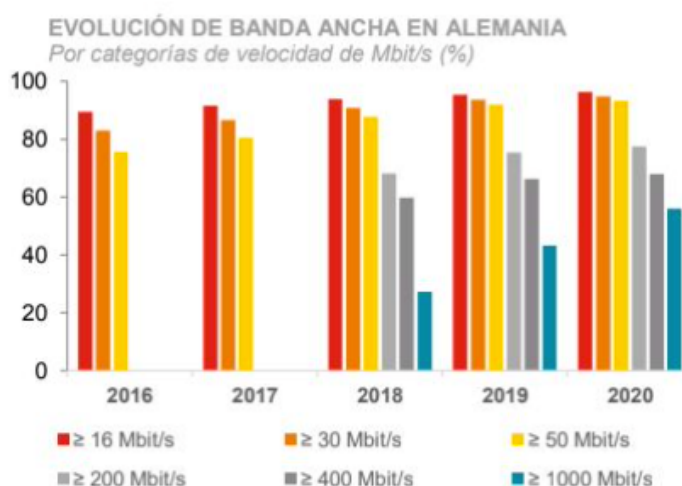
In this way, the main objectives of the Project are based, on the one hand, on the creation of a powerful and future-proof Internet connection with speeds of more than 1,000 Mbit/s, through the implementation of FTTH in more than 4 million homes in the country; and on the other hand, the creation of fiber accesses in rural and semi-rural areas with a population of less than 10,000 inhabitants, deploying 100,000 km of fiber for this purpose.

3.3.- Market size and description

Germany is one of the European Union countries with the highest income rate in the telecommunications infrastructure sector, with approximately 7.1 billion euros for 2021, and an accumulated growth of 4.4% since 2015.

MARKET SIZE:

- 1) Telecommunications services, with €48.7 billion in 2021 (72% of the total).
- 2) Telecommunications devices, with €11.6 billion in 2021 (17% of the total).
- 3) Telecommunications infrastructure, with €7.1 billion in 2021 (11% of the total).



MARKET OPPORTUNITIES.

In recent years, 3,300 projects have been originated, despite the fact that in 2020 only 55.9% of family units had access to this type of network, which makes it a suitable market for the entry of new projects and companies.

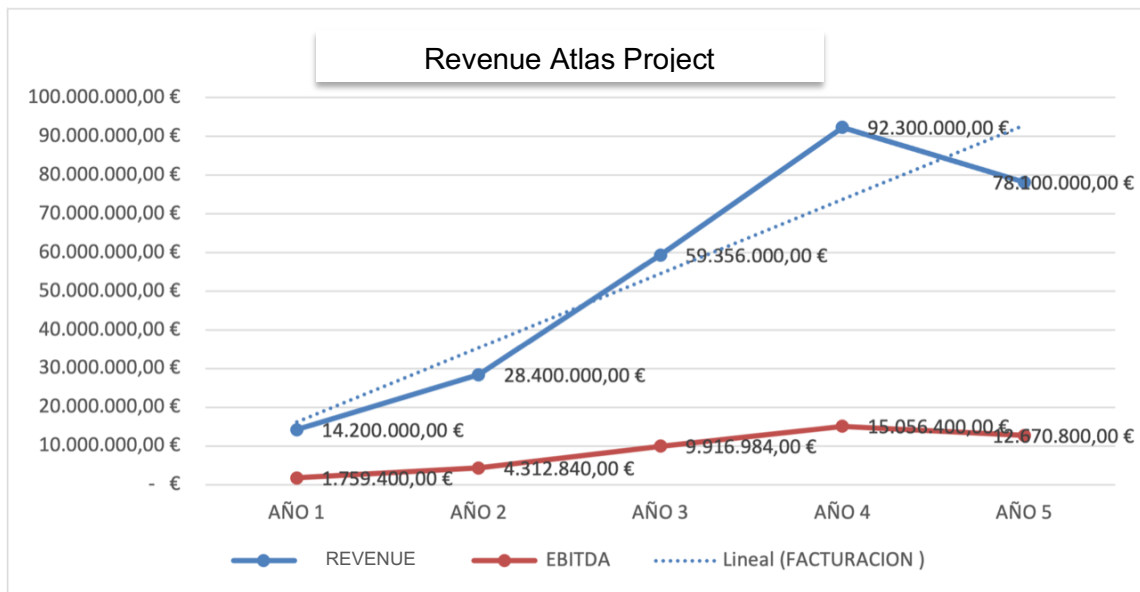
3.4.- Relevant business and financial data

The business model proposed by the Issuer consists of the issuance of a finite number of security tokens in order to finance its participation in the development and implementation of the FTTH network method in various areas of Germany for the achievement of the ATLAS project.

The business and financial projections described below are merely informative, always taking into account the current development of the business and the expectations that INSTALVIA TELECOMUNICACIONES SL, together with the rest of the companies participating in the Project, have planned in accordance to the financial projections and therefore, the estimated benefits of the Project will be used to pay investors the loan granted to INSTALVIA TELECOMUNICACIONES S.L., together with the potential associated benefits, always in the agreed time and manner.

The total amount to be collected by the Issuer amounts to €2,500,000.00, by issuing and making available to investors the FOTT #1 token (hereinafter, the Issue), necessary to finance their participation in the Project and cover derived expenses.

The costs, expenses and estimated financial projections derived from the achievement of the project can be summarized in the following scheme:



Year	Connected Homes	Revenue	EBITDA
YEAR 1	10.000	14.200.000€	1.759.400€
YEAR 2	20.000	28.400.000€	4.312.840€
YEAR 3	41.800	59.356.000€	9.916.984€
YEAR 4	65.000	92.300.000€	15.056.400€
YEAR 5	55.000	78.100.000€	12.670.800€
Total	191.800	272.356.000€	43.716.424€

4. USE OF ISSUE FUNDS

The funds raised through the Security Token Offering (STO) issuance format will be used to cover expenses related to the development of the Project, taxes that may arise and associated costs.

INSTALVIA TELECOMMUNICATIONS S.L. reserves the option of prioritizing the funds received, and to a greater or lesser extent, any of the processes exposed in the Project, since said processes may be affected by external factors, favorable or unfavorable, such as market conditions, tax legislation, while always preserving the maximum interest and benefit for investors from the criteria of the management team.

5. MARKETABLE SECURITIES TO BE ISSUED: Token FOTT #1

5.1.- Nature of the instrument to be issued

The financial instrument object of this Document consists of a participating loan of a mercantile nature, tokenized, and represented by the Token FOTT #1.

The shares contributed by the investors through this Issue are represented by the indicated Token, representing their participation share in the tokenized loan, being considered a commercial loan of a participatory nature in the sense of Royal Decree-Law 7/1996 of 7 of June, of urgent measures of a fiscal nature and the promotion and liberalization of economic activity, according to the wording given by the Second Additional Provision of Law 10/1996 of December 18, and other applicable provisions.

5.2.- Economic rights related to the Token FOTT #1

Through this Issuance, the launch of 25,000 tokens will be carried out with a price per Token of €100.00, with the investor assuming all the costs associated with the use, custody, possession, and storage of the tokens.

The economic rights acquired by the investor, and ultimately, the participant in the participatory commercial loan, object of this Document, is its participation in the profitability obtained in the Project by the Issuer within the established term.

In this way, the profit to be obtained by the investors (TOKEN holders at the profit distribution date) will be calculated as follows:

- **Profit (B°)= (€100.00 * n° Tokens) * % Total interest proposed**

After the study of the telecommunications infrastructure market by the Issuer, the profitability (fixed and variable) of the Project for the investors will be:

- Year 1: 10% fixed
- Year 2: 10% fixed
- Year 3: 10% fixed + variable
- Year 4 and following: 7% fixed + variable

The variable interest that determines the profitability of the FOTT #1 Token will be referenced to the evolution of the Project; that is, 25% of the dividends received by the Issuer in the ATLAS Project will be allocated to the variable interest corresponding to the holders of the token.

The fixed interest is established regardless of the evolution of the Atlas Project.

This estimated profitability will be provided that the conditions assessed and studied by INSTALVIA TELECOMUNICACIONES S.L., and the rest of the participants in the ATLAS Project are finally met.

5.3.- Remuneration to investors and form of payment

INSTALVIA TELECOMUNICACIONES S.L., will make the accrued interest available to investors once they are requested by them in the corresponding claim period.

Interest will be accrued annually in the BUSD cryptocurrency, according to the following schedule:

PERIOD	ACCRUAL	RETURN	PROFITABILITY CLAIM PERIOD
24/07/2022 – 31/12/2022 (Year 1)	31/12/2022	Fixed interest 10%	01/09/2023 – 30/09/2023
01/01/2023 – 31/12/2023 (Year 2)	31/12/2023	Fixed interest 10%	01/09/2024 – 30/09/2024
01/01/2024 – 31/12/2024 (Year 3)	31/12/2024	Fixed interest 10% + variable interest	01/09/2025 – 30/09/2025
01/01/2025 – 31/12/2025 (Year 4)	31/12/2025	Fixed interest 7% + variable interest	01/09/2026 – 30/09/2026

01/01/2026 – 31/12/2026 (Year 5)	31/12/2026	Fixed interest 7% + variable interest	01/09/2027 – 30/09/2027
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The interest generated by the participating loan will accrue on the last day of each established period, thus coinciding with the close of the financial year of INSTALVIA TELECOMUNICACIONES, S.L. The distribution of the interest generated by the holding of the FOTT #1 Token will take place within the period of claiming profitability established for each year once the general meeting has been held and the remuneration has been approved.

*Notwithstanding the foregoing, the fixed interest proposed for the **first annuity must be calculated proportionally to the period elapsed from the start date of the instrument until the accrual of the corresponding interest**. In this way, the benefit to be obtained by the investor for the first annuity would be as follows:

$$\text{Profit (B°)} = (\text{€100.00} * \text{n° Tokens}) * \% \text{ Interest proposed} * (\text{x}/12)$$

The Issuer will transfer, in the BUSD cryptocurrency, the capital corresponding to each investor in the wallet address provided by them.

5.4.- Start Date and duration of the Instrument

The start date of the instrument will coincide with the end date of the subscription period of FOTT #1, scheduled for the day 24/07/2022, at 00.00 hours (GMT+1). The instrument to be issued will have a duration of 5 years from the end of the subscription period; that is, on 30/09/2027, the last return will be distributed to the holders of the tokens, together with their initial capital contributed.

However, INSTALVIA TELECOMUNICACIONES S.L. reserves the right, in the event that it deems it appropriate, for any reason, to cancel this instrument and tokenization project of the participating loan before the end date of the subscription period. In this case, it will proceed to return the amounts contributed by the investors within a period of ONE MONTH from the making of the decision.

5.5.- Instrument Amortization

The amortization of the issued securities will be effective, estimated on 30/09/2027, for the nominal value of the tokens at the time of issuance, that is, €100.00 per FOTT #1 Token.

In this way, the Issuer, as consideration for the capital contributed by the investors in the participatory loan, undertakes to repay the corresponding debt with them, together with the profits generated from the Project.

Likewise, the Issuer reserves the right to extend this period, being able to extend it by a maximum of [12] months (as well as bringing it forward) if, during the Project period, it is not beneficial for the investors (and its potential benefits).

5.6.- Representation of the instrument as a crypto asset

Blockchain technology in general, and the Binance Smart Chain (BSC) blockchain in particular, in addition to allowing the generation and transmission of cryptocurrencies (digital assets created through distributed databases whose main objective is to serve as a unit of account, medium of exchange and reserve of value), it also allows the creation and distribution of units of account with a purpose other than the first ones, which are called tokens.

Depending on the characteristics and properties attributed to said tokens, they will have a different technical and legal treatment. In the case that concerns us, as already anticipated, the tokens in question will have the characteristics described in the previous letters and will serve to represent said assets.

Regarding its technical structure, the issued tokens will follow the BEP-20 token standard to be issued on the Binance Smart Chain blockchain.

In order to be able to keep track of the holders of the tokens in question and the amount of these they hold, in the smart contracts where the issuance of the tokens is technologically programmed; A "white list" or "whitelist" system will be implemented. Consequently, only those BSC addresses that have been pre-approved in this whitelist will be able to send or receive the tokens issued by the Issuer. In this way, the Issuer will be able, at all times, to have a list of who are the holders of the tokens and what is the balance of each one of them registered simultaneously and in real time, resulting in a Registry of Token Holders.

Initially, it will be the Issuer, or any entity authorized by it, who has the power to add or remove BSC addresses from the whitelist.

5.7.- Storage and control of the Tokens by the Investor.

In attention to the correct storage and control of the tokens by the investors, they must provide the Issuer, prior to the Issuance, a BSC address whose private key is in their possession. For those investors who do not have a BSC address, the Issuer will make available all the necessary information to obtain it, which is available on the web <https://www.tokenfott.com>.

Investors will obtain the tokens after their purchase, and from that moment, they will have full disposal of these.

In this way, the Tokens are always available to the investor and the corresponding number of Tokens will be sent to the BSC address based on the amount invested. At that time, the Tokens will be in the possession and available to the investor, who will be able to transfer them using their private key.

The Investor must be aware that, in the event of losing or an attack against his private key or password, he could lose access to his BSC digital portfolio permanently, or the tokens may be misappropriated and lost, thus losing the content of the digital wallet in question.

In the event that the Issuer requires updating the technical characteristics or there is any problem, failure, error or technological risk derived from the Issuer's Token or its smart contract, the Issuer may permanently block all Tokens found in BSC addresses. investors and transfer to said addresses, in the same proportion, new tokens governed by a new Smart Contract.

6. RIGHT TO INFORMATION

The users of the tokens will be able to identify themselves on the web page where the tokens issued on the Project will be commercialized, located at <https://www.tokenfott.com>, having access to information related to the investments made, as well as the information considered relevant to the project.

7. TRADING OF FOTT #1 TOKENS

7.1. Marketing procedure

The Issue will be marketed in accordance with articles 34 and 35 of the Securities Market Law (LMV), and always in accordance with the provisions of article 3.2 of Regulation (EU) No. 2017/1129 of the European Parliament and of the Council, of June 14, 2017, noting that there would be no obligation to publish an information prospectus when securities offers are not subject to notification in accordance with article 25 of this Regulation, and the total amount of each of those offers in the European Union is less than 8 million euros, a limit calculated over a period of twelve months.

On the other hand, article 35 of the Securities Market Law must be taken into account, since in the event of one of the types of offer described here, it is stated that "in the case of the placement of issues not subject to the obligation to publish prospectus (...), which are addressed to the general public using any form of advertising communication, an entity authorized to provide investment services must intervene".

As published by the **CNMV** on September 20, 2018 in the document entitled "Criteria in relation to ICOs" in line with the document "Fintech Q&A" previously published by the CNMV itself, the investment services company must carry out "supervision overview of the process and validate the information to be delivered to investors, which must be clear, impartial and not misleading and refer to the characteristics and risks of the securities issued, as well as the legal and economic-financial situation of the Issuer in a sufficiently detailed to allow the investor to make an informed decision.

Thus, the Issuance will involve **PULSARCAPITAL EAF SL (hereinafter, Investment Services Company or ESI), a private Financial Advisory Company (EAF), supervised by the CNMV, carrying out the functions that will be described below.**

7.2. Functions of the Investment Services Company

This under the provisions of:

- (i) Article 35.3 of the Securities Market Law.
- (ii) the criteria published by the CNMV (hereinafter "CNMV criteria").

¹ <http://cnmv.es/DocPortal/Fintech/CriteriosICOs.pdf>

¹ <http://www.cnmv.es/docportal/Legislacion/FAQ/QAsFinTech.pdf>

For this reason, the partner EAF has carried out the general supervision of the process of issuing and validating the information that will be delivered to investors. This is to allow the investor to make an informed investment decision. The EAF partner has reached the conclusion that the information that INSTALVIA has collected and published complies with the applicable regulations and content, precision, and clarity requirements, does not omit relevant data and does not mislead investors.

The EAF, as an entity authorized to provide investment services and as the CNMV admits in its criteria, will not carry out custody functions of the Tokens nor will it carry out placement functions of the same.

In the period between January and April 2022, the EAF and INSTALVIA have held regular meetings and communications (both by telephone and electronic means). For this reason, the EAF partner has carried out the review, supervision, modification, adjustment and expansion of the information contained in this Whitepaper.

The objective and purpose of this collaboration with the partner EAF has been none other than to prepare a Whitepaper that offers investors who wish to participate in the issuance of **FOTT #1** tokens all the information and data necessary to guarantee that the investment decisions are duly substantiated.

To carry out its work, the EAF partner examined, among others, the following documentation:

1. INSTALVIA constitution deed and subsequent relevant deeds on the situation of the company, partners, etc.
2. Different versions of the Whitepaper draft.
3. FOTT Token Smart Contract.

The EAF partner planned the following milestones in the provision of its services:

1. Audit agreement between the EAF partner and INSTALVIA.
2. Access to all the information on the **FOTT #1** issuance project.

3. Analysis and questions about the information of the **FOTT #1** issuance project.
4. Meeting to request initial information and resolve doubts.
5. Document containing doubts about the initial information.
6. Informal communication of additional doubts.
7. Document on the requirements of the Whitepaper.
8. Valuation document of the issuance of **FOTT #1**.
9. Review of the modifications of the Whitepaper.
10. Final audit on the **FOTT #1** Whitepaper.

Once the EAF partner complied with the procedures described above, the EAF proceeded to validate this Whitepaper, issuing the following favorable opinions in relation to it:

- That this Whitepaper has included all the necessary information, in a clear and concise manner, on the type of investment to be made in relation to the issuance of the **FOTT #1** token, as well as the risk associated with these investments.
- That the Whitepaper provides all the necessary information, in a truthful, clear, concise and understandable manner so that the investor can understand both the business model and the allocation of funds and the risks assumed when investing in **FOTT #1**, without omitting relevant data and without misleading investors.
- That the Whitepaper allows the investor to make an informed investment decision.
- And that the information that INTALVIA makes public through this Whitepaper complies with the applicable regulations and content, precision and clarity requirements.

7.3.- Marketing and Placement of Tokens to Investors.

The Issuer will carry out the marketing and placement of the Tokens to qualified investors through the prior commitment to subscribe the Tokens, and its completion, which will be carried out during the Subscription Period, and reserving, at all times, the right to exclude potential investors from the offer for any reason it deems appropriate.

The Issuer will carry out the categorization of the investors according to the criteria established by MIFID in order to be able to verify if it is a professional investor and, if not, to assess their aptitude to participate in the subscription process. In compliance with current legislation, the KYC (Know Your Customer) this information is available in Annex II of this Offer Document, and it will be an essential requirement to be able to acquire FOTT Token.

The investor's profile will be validated by the Issuer, once certain information provided by the investors has been verified.

In accordance with the terms established in article 35 LMV, the marketing and placement among investors who do not have qualified status will be carried out directly by the Issuer. Likewise, with respect to unqualified investors, the Issuer will be the one who determines their suitability to invest in the Project and must also apply the Privacy and Data Protection Policies.

7.4.- Investors targeted by the FOTT #1 Token Issuance

Based on the content of the previous section, the issuance of FOTT #1 tokens will be mainly aimed at qualified investors. In accordance with the content of article 205 of the LMV and Royal Decree 1464/2018, of December 21, the denomination of qualified investors will be understood as "**professional investors**", through Annex IV (for individuals) or Annex V (for legal entities).

However, in accordance with the provisions of article 35 of the LMV, natural and legal persons who do not have the status of qualified or professional investor may attend the offer, and no more than 150 (per Member State of the European Union) may join the project. European) calling these as "retail investors" or "**non-qualified investors**", having to complete Annex III.

In the event that a natural or legal person considered a retail investor INSTALVIA TELECOMUNICACIONES SL attends the issue, to agree that this subject has a certain level of financial knowledge and sufficient experience to consider him or her suitable to attend the Issue, he or she must examine the information detailed by the Investor in the Retail Investor Information Annex III.

Without prejudice to the timely classification of the investor, as retail or qualified, all investors will receive identical information.

7.5.- Subscription Period

The term of subscription of the FOTT #1 Tokens (hereinafter, the Subscription Period) by the investors will begin on the day 25/04/2022 and will end on the day 23/07/2022, therefore there is a term of duration of 90 days

The subscription period will comply with the following **characteristics**:

Total issuance of 25,000 tokens, with the application of a price discount in early stages and with minimum token acquisition limits for each stage.

Same profitability regardless of the moment of purchase of the token:

First year: fixed interest 10%

Second year: fixed interest 10%

Third year: fixed interest 10% + variable

Fourth year: fixed interest 7% + variable

Fifth year: fixed interest 7% + variable

Stages:

01 Privileged and Preferential Private Sale.

% Issued: 24%

Token price: 100€ less discount of (-10%)

Purchase limits per investor:

Minimum 10.000€

Maximum TBA

Period (30 days)

Start date: 25/04/22

End date: 24/05/22

02 Privileged and Preferential Public Sale

% Issued: 24%

Token price: 100€ less discount (-7%)

Purchase limits per investor:

Minimum 2.000€

Maximum TBA

Period (30 days)

Start date: 25/05/22

End date: 23/06/22

03 Public Sale

% Issued: 52%

Token price: 100€ no discount

Purchase limits per investor

Minimum 100€

Maximum TBA

Period (30 days)

Start date: 24/06/22

End date: 23/07/22

End date: 23/07/22

During said subscription period, the funds collected will be available to the Issuer; that is, they may be used for the start of the Project.

In the event that the Issuer considers that the issue should be suspended, canceled or extended over time for any reason, may do so, without prejudice to the return of capital initially contributed by investors to date.

7.6.- FOTT #1 Token Subscription

The commitment to subscribe or acquire the Tokens will be formalized by completing the Token Subscription Agreement available in Annex V of this Offering Document. In any case, the Issuer reserves the right to exclude potential investors participating in this Issuance Offer at all times, for any reason it deems appropriate.

That said, investors who wish to participate in the issuance of Project tokens must complete, together with the Subscription Agreement, the documents available in the Annexes, in order to verify their status as professional investors, as well as those

who do not. are, verify the aptitude necessary to participate in this investment project.

All these documents to be completed by potential investors with the intention of participating in this Issuance Offer must be delivered to the Issuer in the Subscription Period.

7.7.- Cryptocurrencies accepted

The Issuer will accept the cryptocurrencies **Binance USD (BUSD), USD Coin (USDC) and Tether USD (USDT)**, as consideration for the acquisition of the Tokens. To do this, the investor in question must indicate the established subscription amount in the Token Subscription Agreement.

7.8.- Token Price

The subscription price will be **€100.00 (ONE HUNDRED EUROS)** for each FOTT #1 Token, without prejudice to the applicable discounts proposed in the corresponding sales phases.

7.9.- Fixing the exchange rate for cryptocurrencies

As mentioned in the previous sections, the Subscription Agreement may be made in # BUSD. The exchange rate of the aforementioned cryptocurrency at 12 hrs UTC of the last day set in the specific sale phase will be taken as reference, through the web portal <https://coinmarketcap.com/>.

7.10.- Token Distribution

The Tokens will be distributed to the digital portfolios of Binance Smart Chain, #BSC (hereinafter, "wallets") of the investors, from the end of the issuance at the request of each investor.

The securities issued are represented by the BSC BEP-20 (Tokens) standard.

In the subscription document, investors must have detailed the address of their wallet for sending said Tokens.

7.11.- Maximum placement amount

The Issuance has as a maximum amount of collection the amount of **€2,500,00.00 (TWO MILLION FIVE HUNDRED THOUSAND EUROS)** with an offer of 25,000 FOTT #1 Tokens, considering this amount to be collected by the Issuer as that necessary to be able to carry out the project satisfactorily.

Once the indicated amount is collected and all the Tokens are acquired by the investors, the Issuer will close the offer, the Subscription Period will end and it will not be possible to join the Project by more investors.

8. TRANSMISSIBILITY OF FOTT #1 TOKENS

8.1.- Transferability in regulated markets.

As published by the CNMV on September 20, 2018 in the document entitled "Criteria in relation to ICOs" in section 3.a) it establishes the possibility that the tokens be traded in non-Spanish markets, establishing that *"It will be the law (and the competent authority) of the country in which the market in which the tokens are to be traded is located, which determines to what extent a specific form of representation of the securities is required for their trading in an organized market and, where appropriate, the need for the registry to be kept by a central securities depository"*. In the same document, the CNMV clarifies that the Tokens are not negotiable in regulated markets, MTFs or Spanish SOCs. This is because, in that case, article 6.2 LMV would require that the tokens be represented by book entries, and article 8.3 LMV would require that the registry be kept by a central securities depository. In the case of the Tokens to be issued, these are represented as records in a Blockchain, making it impossible to keep the record by a central securities depository of the aforementioned art. 8.3.

8.2.- Transferability between Individuals

The Tokens are, by virtue of their technology, transferable between individuals, and therefore, they behave by nature as bearer titles. Article 545 of the Royal Decree of August 22, 1885, by which the Commercial Code is published (hereinafter, "Commercial Code") establishes that *"Bearer titles will be transferable by the tradition of the document"*. Therefore, the Tokens object of this Offering Document will be transferable between individuals by means of tradition. However, in the event of any transfer outside regulated secondary markets, the acquirer of Tokens will have to communicate their identity to the Issuer (and/or to the Investment Services Company, if required), thereby forcing themselves to provide the necessary information so that they carry out their obligations related to the regulations on Prevention of Money Laundering and Financing of Terrorism if so required. In the event that the Issuer (and/or the Investment Services Company) cannot satisfactorily carry out its KYC/AML obligations with respect to the acquirer, the political, information and economic rights associated with the Token may not be exercised. properly until this impediment is remedied.

9. TAXATION.

INSTALVIA TELECOMMUNICATIONS S.L. will not assume any tax charge derived from the acquisition of the Tokens by the investors, as well as from informing the investors in this regard.

Investors will be responsible for the necessary tax declaration accrued with the operation.

10. RISK FACTORS RELATED TO THE INVESTMENT.

Together with the detailed information in the rest of the document, investors are advised to read this section in detail, in order to understand the risks derived from the investment.

The content of this section does not constitute, at any time, advice, recommendation or financial advice of any kind, nor does it proceed to evaluate whether the characteristics of this investment are consistent with the experience, objectives and needs of the interested investor.

In this way, the material and legal risks that may arise will be exposed, as well as those derived from the acquisition of the FOTT #1 Token. However, the possibility that, in the future, other material risks related to the investor's situation that cannot currently be identified cannot be ruled out.

If any of these risks actually occur, they could cause negative effects on the business, results of operations, financial conditions and related prospects, so the Issuer will not be able to meet the collection expectations generated by investors. Due to the existing risks, the investor risks the total loss of his investment. Likewise, the Issuer, in the worst of situations, could incur in a situation of insolvency.

10.1. Risks associated with the offer and negotiation.

- **Liquidity risk.**

INSTALVIA TELECOMMUNICATIONS S.L. is not responsible for the fluctuations that the value of the token in question may suffer in the markets that can legally participate, which may entail risks of illiquidity. Even in the event that the token were to be listed on a third party platform, said platforms may not have sufficient liquidity or even face compliance risks or regulatory changes. As a buyer of the asset in this type of platform, you assume all the risks associated with speculation and the aforementioned risks.

FOTT #1 Tokens are not intended to be listed on any trading platform exchange so there will be no listing information or any facility to buy or sell the tokens, leaving the investor circumscribed to maintain the tokens to expiration date or, if they wish to sell them, they can do it through their own means, as well as other means of exchange or sale established or facilitated by INSTALVIA.

10.2. Risks associated with the execution of the project and/or the Issuer.

• Issuer Risk

The accounting and corporate information provided by INSTALVIA TELECOMUNICACIONES S.L. in connection with this public offer for the sale of SECURITY TOKENS requires the following notices:

In the audited accounts for the 2020 financial year of INSTALVIA TELECOMUNICACIONES S.L., the auditor reflects that:

"As indicated in note 13 of the report, the Company details the transactions and balances with related companies. Given the importance of the amounts involved, the growth that the business group has had and the potential impact that these transactions may have on the evaluation and interpretation of information financial; transactions with related parties have been relevant to our audit."

With respect to the participating loan, it does not have any collateral pledged associated, related or not with the ATLAS Project or with the company ATLAS EC, falling on the ability to comply, in the terms described in this WhitePaper, exclusively on the issuer, INSTALVIA.

• Future Information Risk

The information in this Whitepaper is indicative or estimated, including financial projections and business growth. Such future information is based on what INSTALVIA TELECOMUNICACIONES S.L. believes that they are reasonable assumptions, and there can be no assurance that the results are real. Future events could differ materially from those anticipated.

• Unanticipated risks

In addition to the risks listed above, there are risks associated with their acquisition, storage, transmission, and use, including some that are difficult to anticipate. These risks can materialize even more with unforeseen

variations or derived from combinations of the aforementioned risks, influenced, to a great extent, by the recent regulation of the tokenization phenomenon.

- **Risk of government Intervention**

The current emission is considered a new field of activity, which can be controlled and largely overseen by various agencies, including an increased attention and intervention by surveillance and investigation agencies. There is no guarantee that regulators will not conduct detailed analysis of FOTT #1 Token activity.

- **Regulatory risk**

Blockchain technology allows new forms of interaction and it may happen that certain jurisdictions apply or introduce new regulations that address the aforementioned technology. Such regulations may be contrary to the current configuration of the smart contracts or lead to substantial modifications to them, including their termination and the loss of tokens for the buyer.

- **Inability to hold and receive licenses or permits**

From the date of sale of the FOTT #1 Token, there are no regulations that require the company to receive any necessary permits and licenses for this type of activity. A risk exists that such requirements may be introduced in the future and affect FOTT Token #1.

In this case, INSTALVIA's commitment will be based on the urgency of these licenses and permits and compliance with the relevant conditions on behalf of INSTALVIA. The conditions for receiving and renewing the licenses, as well as the control of the enforcement of these licenses by regulatory authorities may vary.

These bodies may require INSTALVIA to potentially comply with some or

all of the following hypothetical conditions: conditions of employment of skilled personnel; multiple standards; maintenance conditions of a certain technical level; consent to give permission to monitor their operations; quality control system requirements and compliance; requests related to the level of service; provision of relevant information at the request of the bodies granting the licenses. Compliance with these requirements may give rise to additional financial costs and considerable time delays, as well as delays in the actual operation of the FOTT Token system #1. In addition, public and private persons could have the right to comment on Token FOTT #1 and to

participate in the licensing process, including appeals to the courts and political pressure.

In addition, these licenses may limit INSTALVIA's ability to perform tokenization projects related to their business activities.

- **Risk of failure or abandonment of the project**

The development of the Project may be canceled or suspended for different reasons, including lack of interest from potential investors, lack of financing or lack of commercial success, among others. The present issuance of tokens does not guarantee that the objectives set out in this document will be fully or partially developed or that it will provide benefits to whoever owns the tokens offered by the Issuer.

- **Risk of competing companies**

It is possible that other companies could provide services similar to those offered by the Issuer. This could compete with other companies, which could have a negative impact on the services provided by this company.

- **Market risk.**

There is a risk that the properties may not be sold at the price marked on the date determined, depending on market fluctuations. In any case, the corresponding benefits will be distributed according to the effective capital gain with respect to the final and real sale price. In addition, in the event of a sale at a lower price INSTALVIA TELECOMUNICACIONES S.L. reserves the right to extend the loan period always with the aim of offering a better solution to investors.

- **Risk of unfavorable fluctuation of cryptocurrencies and other currencies**

The company intends to use the contributions received to finance the development of its services. If the value of BUSD, USDC or USDT fluctuates unfavorably during, or after the investment period, the Issuer may not be able to finance the development of its services or may not maintain them in the manner intended.

10.3. Risks associated with the tokens and the technology used

- **High risk product**

These types of products have a high implicit risk, largely influenced by the volatility of their price. The value of the tokens may experience upward and downward variations in a short period of time, which may affect the capital initially contributed by the investor.

In turn, there may be changes in tax impositions and/or possible deductions. The tax impositions and deductions will depend on the circumstances of each buyer. Participation in this type of project must be done considering all the information provided by the Issuer.

● **Software risk**

The computer code (smart contract) through which the aforementioned tokens are traded is based on the Binance Smart Chain (BSC) blockchain. Any malfunction, crash or abandonment of the BSC project may have unfavorable effects on the operation of the FOTT #1 Tokens.

On the other hand, technological advances in general and in cryptography in particular, such as the development of quantum computing, can bring with them risks that lead to the malfunction of these Tokens.

Smart contracts and the software on which they are based are at an early stage of development. Therefore, it cannot be guaranteed that the issuance of tokens and their subsequent commercialization can be interrupted or that they suffer from any other type of error, so there is an inherent risk of defects and vulnerabilities that may lead to the loss of contributed funds or obtained tokens.

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

Other computer attacks could occur on the BSC blockchain, the software and/or the hardware used by the Issuer. In addition to attacks by computer hackers, there is the risk that someone could sabotage the technological systems, causing failures in the Issuer's hardware and/or software systems, which could undoubtedly have a negative impact on the Issuer's business activities.

● **Risk of custody or loss of private keys**

FOTT #1 Tokens can only be acquired by the investor using a digital wallet connected to the BSC network, for which the acquirer has their respective

private key and password. Usually, the private key of the digital wallet is encrypted by a password.

For this reason, the acquirer of tokens recognizes, understands, and accepts that, in the event of losing or an attack against their private key or password, they could lose access to their BSC digital wallet permanently, or an undue appropriation may occur. and loss of the tokens, thus losing the content of the digital wallet in question.

Any error or malfunction related to the digital wallet in which the acquirer receives their tokens may cause their loss. Likewise, an improper use or with ignorance of the token storage system by the acquirer can also cause the irreversible loss of the referred tokens.

- **Risk of theft**

Smart contracts, as well as the software platform where they are inserted (that is, BSC), can be exposed to computer attacks by third parties, such as malicious system attacks (malware), distributed denial of service (Smurf attack), impersonation attacks of another person to provide relevant data (Spoofing attack), or Sybil attacks, among others.

Carrying out any of these attacks could lead to the theft or loss of the investment capital or the acquired tokens, and could lead, at the same time, to the non-achievement of the objectives described in this document.

- **Risk of incompatible wallet services**

The digital wallet service provider used to receive the tokens must comply with the BEP-20 token standard to be technically compatible with FOTT #1 Tokens. Failure to guarantee this aspect may result in the investor not having access to their tokens.

ANNEX I - PARTICIPATORY LOAN AGREEMENT

FOTT #1 Token Subscription Agreement

In Malaga this day ** of ** of 2022

TOGETHER

- A. The company INSTALVIA TELECOMUNICACIONES S.L. (hereinafter, the Issuer), with tax identification CIF: B-04341376, registered office at Calle Severo Ochoa, 8, Parque Tecnológico de Andalucía, 29590, Málaga (Spain), registered in the Company Registry of Almería, under Registration Number 88 Volume 533, Section 8, Inscription 1, Page AL13599.
- B. B. D. ** (hereinafter, the Investor), of legal age, with residence **, with DNI **.

The Issuer and the Investor will be jointly referred to as the "Parties" when referred jointly.

BACKGROUND

- I. INSTALVIA TELECOMUNICACIONES S.L. is a technological service company that integrates IT and telecommunications to solve new problems affecting organizations of all kinds. Advice, design, installations, assistance, implementation, integration, or maintenance of any technological, computer, electrical or telecommunications resource, located in <http://www.instalvia.es>.
- II. The Issuer intends to carry out the issuance of cryptographic tokens (hereinafter, the Tokens), legally identified as negotiable securities, that digitally represent a participating commercial loan, with the intention of raising the necessary funds to develop the ATLAS Project, described in the Offer Document for the Issue of Securities of INSTALVIA TELECOMUNICACIONES, S.L.
- III. The contributions made by the Investors will symbolize their share participation in the participative mercantile loan, which will be through the FOTT #1 Tokens (hereinafter, the Tokens), issued to a Smart Contract based on Binance Smart Chain Blockchain technology.
- IV. The investor is interested in participating in the issuance of the Tokens FOTT #1 representing the participating commercial loan mentioned, in the terms and conditions described in this Subscription Agreement and in the FOTT Token Offering Document #1.

- V. Both parties recognize the necessary legal capacity to formalize this FOTT #1 TOKENS SUBSCRIPTION AGREEMENT.

STIPULATIONS

1. Acceptance of the terms of this Agreement and the Offering Document

- 1.1. Participation in the issuance of FOTT #1 Tokens is subject to the terms and conditions established in this Subscription Agreement and in the Document Offer of the FOTT #1 Tokens, corresponding to the ATLAS Project.
- 1.2. In the event of any type of discrepancy or differences between one document and another, the stipulations described in this Agreement will prevail.

2. Operation of the Issue and contribution of investors

- 2.1. The Issuer will provide the Investors participating in the Issuance with a Smart Contract based on the Binance Smart Chain (BSC) Blockchain network, with the intention to generate and deliver the FOTT #1 Tokens, which represent their quota in the participating commercial loan constituted for the development of the ATLAS Project.

3. FOTT #1 Token Price

- 3.1. The unit price of each FOTT #1 Token for the Issuance on the ATLAS Project will be €100.00 (hereinafter, the Issue Price), without prejudice to the proposed discounts applicable in the corresponding sales phases.
- 3.2. The reference currency for participation in the participating loan, and price of the Tokens, will be in EUROS, according to the exchange rate established on the website <https://coinmarketcap.com> at 12:00 UTC on the last day set in the Subscription Period.
- 3.3. The Issuer is not responsible for any loss that the Investor may suffer as a result of the exchange rate and its evolution.

4. Payment of FOTT #1 Tokens

- 4.1. The Investor undertakes to make the payment of the Tokens in the acceptable cryptocurrencies of Binance USD (BUSD) USD Coin (USDC) or USDT (Tether USD), transferring the full payment to the BSC address provided by the Issuer for it.

4.2. The amount contributed by the Investors will not be reimbursable until the completion of the participatory commercial loan (30/09/2027) object of the ATLAS Project, except by the Issuer's own decision. In the latter case, the return of the amounts contributed by the Investors will be made within ONE MONTH from making the decision.

4.3. Under these conditions, the Investor participates in the Participative Commercial Loan in the amount of € (EURO).

5. Reception of FOTT #1 Tokens

5.1. The BSC address available and provided by the Investor for reception and storage of the FOTT #1 Tokens must be compatible with the standard BEP-20 token.

5.2. In the event that the Investor provides an address that is not compatible with the reception and storage of the Tokens, the Investor acknowledges and accepts the risk of not having access to their tokens.

5.3. The Issuer reserves the right to modify at any time the requirements relating to digital wallets to store such tokens at any time and unilaterally.

6. Duration of the loan and repayment of principal and interest

6.1. The Issuer is obliged to the Investor to reimburse its contributed capital, in addition to the following returns, structured as follows:

PERIOD	ACCRUAL	RETURN	PROFITABILITY CLAIM PERIOD
24/07/2022 - 31/12/2022 (Year 1)	31/12/2022	Fixed interest 10%	01/09/2023 - 30/09/2023
01/01/2023 - 31/12/2023 (Year 2)	31/12/2023	Fixed interest 10%	01/09/2024 - 30/09/2024

01/01/2024 - 31/12/2024 (Year 3)	31/12/2024	Fixed interest 10% + variable interest	01/09/2025 - 30/09/2025
01/01/2025 - 31/12/2025 (Year 4)	31/12/2025	Fixed interest 7% + variable interest	01/09/2026 - 30/09/2026
01/01/2026 - 31/12/2026 (Year 5)	31/12/2026	Fixed interest 7% + variable interest	01/09/2027 - 30/09/2027

6.2. The participating commercial loan will have an estimated duration of 5 years from the end of the Subscription Period indicated in the Document Offer (25/04/2022 to 24/07/2022).

6.3. The return of the principal capital contributed by the investor will be made once the duration of the participating loan has ended (30/09/2027) within the term estimated 2 months from this date.

6.4. The Issuer reserves the right to be able to extend the participating loan in the terms and conditions described in the Offering Document.

6.5. During the subscription period, the Issuer may access the funds obtained. In the event that, during said period, the Issuer cancels the Project, the Issuer will return to each investor the initial capital contributed.

6.6. The Issuer may terminate, and consequently, cancel the commercial loan from the end of the Subscription Period, together with interest originated from the profitability of the ATLAS Project, and including the initial funds deposited by the Investor.

7. Investment Risk

7.1. The investor declares that he understands and assumes all the risks associated with his contribution in the participating commercial and the acquisition of the FOTT #1 Tokens, that have been described in the Offer Document of FOTT #1 Tokens.

8. Responsibilities and Compensation

8.1. The Investor will be responsible for indemnifying the Issuer, its employees, contractors, partners, suppliers, parent companies, subsidiaries, agents, and representatives of any type of demand, legal action, damages, losses, costs and/or expenses (including corresponding professional and legal fees that could derive from:

8.1.1. The acquisition or use of the FOTT #1 Tokens by the Investor.

8.1.2. Failure to comply with the responsibilities, duties or obligations of the Investor agreed in the Subscription Agreement and Offer Document of the FOTT Token #1.

8.1.3. The breach of any right (among others, the rights of intellectual property) of any other natural or legal person.

8.2. The maximum liability that the Issuer may have with the Investor that may derive from this Agreement or Offering Document may not exceed the capital contributed by the Investor.

9. Confidential information

9.1. The content of this Acquisition Agreement shall be considered confidential, being only accessible to users registered in <https://www.tokenfott.com>.

9.2. Information that is considered confidential will not be treated as confidential information. public domain, developed independently by the Investor or the disclosed by a third party or the Investor without restriction of disclosure.

9.3. The Parties agree to keep the content of this Agreement confidential for a period of 2 years from its signature.

9.4. The parties will not use the information that is considered confidential for a purpose other than the execution of this Agreement and its application.

9.5. It will not be possible for the Parties to communicate or make available to the public any information related to this Agreement that is considered to be confidential.

9.6. The Investor may not use the trademarks, trade names, logos or other intellectual property rights of the Issuer without having previously obtained their express consent.

10. Miscellaneous

10.1. The Subscription Agreement of the FOTT #1 Tokens, together with its Document of corresponding offer, constitute a single document that must be read, understood, and interpreted together.

10.2. With the purchase and acquisition of the FOTT #1 Tokens, the Investor accepts all the terms and conditions established in the Offer Document, Agreement of Subscription, and other related documents.

10.3. In relation to the ATLAS Project, only those conditions as described in this Agreement of Subscription and the Offering Document of the FOTT #1 Tokens will be legally binding, not having any value any other type of document or previous communication.

10.4. The parties declare that there have been no pre-contractual conditions for the formalization and signing of the Subscription Agreement or the issuance of the FOTT tokens #1.

11. Exclusion

11.1. In the event that, for any reason, any provision of this Agreement became invalid, illegal or unenforceable, such invalidity, illegality or non-enforcement shall not affect any other other clause of this Agreement.

11.2. The agreement will be executed as if said invalid, illegal or unenforceable clause would never have been contemplated. If in addition, any other clause included in this agreement turns out to be excessively broad in relation to its duration, geographical scale, activity or matter, said clause will be executed being limited or reduced, being this executable with the rest compatible with the applicable law.

12. Applicable law, jurisdiction and venue

12.1. The parties agree and declare to submit to the Spanish Legislation and the Spanish legal system as a whole for the resolution of any conflict arising

from the Subscription Agreement, Document of Offer of the FOTT #1 Tokens, as well as any situation derived from those agreements and the Atlas Project.

- 12.2. Expressly waiving any jurisdiction that may correspond to them, the parties agree to submit expressly, for the resolution of any issues and controversies that may arise, to the Courts of the city of Malaga.

ANNEX II - KYC FORM INFORMATION

(Prevention of Money Laundering)

This Annex contains the data that INSTALVIA TELECOMUNICACIONES, S.L. requests potential investors prior to investment. The purpose of obtaining this information is to prevent money laundering and the financing of terrorism.

The KyC is necessary for all legal entities, its representatives and for each of the legal shareholders and their representatives who hold more than 25% of the share capital of those legal entities who hold shares both primary and related.

1.- CUSTOMER IDENTIFICATION DATA

A. Natural Person Data (Money Laundering Prevention)

- Full Name.
- Date of birth.
- Place of birth.
- Nationality.
- Place of residence.
- Contact telephone number.
- Contact email address.
- Does the client, relatives, close friends hold or have held positions of public responsibility in the last 2 years?
- Are you acting on your own behalf or on behalf of a third party?
- Official document information:
 - i. Identification number.
 - ii. Place of issue.
 - iii. Date of issue.
 - iv. Residence address.

B. Legal Entity Data (Prevention of Money Laundering).

- Company name and type.
- Constitution date.
- Company TAX/Company Registration number.
- Fiscal address.
- Postal address (if different).
- Contact telephone number.
- Contact email address.
- Activity/Sector.
- Within the company, do any persons, relatives, close friends hold or have held positions of public responsibility in the last 2 years?

- Details of real ownership of company.
- For each natural person representing the legal entity:
 - i. Name.
 - ii. Nationality.
 - iii. Home Address.
 - iv. Position in company.
 - v. Official Document ID.
 - vi. Contact telephone number.
 - vii. Contact email address.
 - viii. Official document.
 - ix. Does the client, relatives, close friends hold or have held positions of public responsibility in the last 2 years?

2.-ORIGIN, PURPOSE, AND NATURE OF THE BUSINESS RELATIONSHIP

- What is the origin of the business relationship?
 - Own initiative... Commercial action... For other clients...
 - What will be the origin of the funds?
 - What is the country of origin of the funds?
 - What is your activity or profession? (Annex II)
 - What is the estimated annual volume of income (EUR)?
 - Do you plan to operate with tax havens? Which?
 - Do you plan to operate with countries other than Spain? If so, indicate with which of the countries listed in Annex I you operate with:

3.-SPECIAL ACTIVITIES

Please confirm if you are engaged in any of the following special activities

- Casinos, online gambling, other games, and betting activities.
- Foreign currency trading.
- Money transfer companies, remittance management and BITCOIN.
- Foundations, associations, NGOs.
- Production or distribution of weapons.
- Art and antiques.
- Scrap and metal recycling.
- Sports clubs.
- Jewelry trade and gold trading.
- Import / Export high-end cars (not official dealer).
- Import / Export telephony, computer, and electronic material.
- Ships, freight, and shipping companies.
- Activities with exclusive cash operations and international payments.

Notwithstanding the foregoing, INSTALVIA TELECOMUNICACIONES, S.L. will be able to expand the information requested from the investor in those cases in which it considers that there may be risk of money laundering or financing of terrorism.

ANNEX II. A)

Afganistán	Haití	Nicaragua
Albania	Honduras	Nigeria
Andorra	Hong Kong	Omán
Angola	I. Salomon	Pakistán
Anguilla	I. Turquesas y Caicos	Palestina
Antigua y Barbuda	Indonesia	Panamá
Antillas Neerlandesas	Irán	Papua-Nueva Guinea
Argelia	Iraq	Paraguay
Argentina	Is. Vírgenes Británicas	Republica Centro Africana
Aruba	Isla de Man	Republica Dominicana
Azerbaiyán	Islas Caimán	Rusia
Bahamas	Islas Cook	Samoa Occidental
Bahréin	Islas Malvinas	San Cristóbal y Nevis
Bangladesh	Islas Marianas del Norte	San Marino
Barbados	Islas Marshall	San Martin
Belice	Islas Vírgenes de EE.UU	San Vicente
Bermudas	Jamaica	Santa Lucia
Bielorrusia	Jersey	Serbia
Bosnia-Herzegovina	Jordania	Seychelles
Brunei	Kampuchea (Camboya)	Sierra Leona
Burundi	Kazajstán	Singapur
Camerún	Kenia	Siria
Chipre	Kirguizistán	Somalia
Comores	Kuwait	São Tomé and Príncipe
Congo	Laos	Sudan
Corea del Norte	Libano	Suiza
Costa de Marfil	Liberia	Tanzania
Cuba	Libia	Tayikistán
Curasao	Liechtenstein	Chad
Dominica	Luxemburgo	Territorio Británico del Océano Indico
Ecuador	Macao	Togo
Egipto	Maldivas(Islas)	Trinidad y Tobago
Emiratos Árabes Unidos	Malta	Túnez
Eritrea	Marruecos	Turkmenistán
Etiopia	Mauricio	Turquía
Fidji	Moldavia	Ucrania
Gibraltar	Mónaco	Uganda
Granada	Mongolia	Uzbekistán
Guatemala	Montenegro	Vanuatu
Guernseyn C.I.	Montserrat	Venezuela
Guinea	Myanmar	Vietnam
Guinea Ecuatorial	Namibia	Yemen
Guinea-Bissau	Nauru	Zimbawe
Guyana	Nepal	

ANNEX II. B)

List of possible documents that accredit the declared activity or the origin of the money.

Documentation accrediting the activity.

The following list of documents is provided for guidance. To prove the activity, it will suffice to provide one of these valid documents:

- Salaried individuals or pensioners:
 - Last payroll, pension, or subsidy.
 - Certificate of working life.
 - Last personal income tax return.
 - Certificate of assets.
 - Current employment contract.
 - Any other personal or company document that proves reasonably the activity.
- Liberal or self-employed professionals:
 - Proof of payment of social security
 - Professional body or professional association
 - Payment receipt of professional body membership
 - Self-employed social security receipt
 - Tax license.
 - Last personal income tax return.
 - Last VAT declaration or personal income tax return.
 - Last receipt issued by the college or professional association
 - Any other document that reasonably proves the activity.
- Legal entity clients:
 - Tax license registration.
 - Latest corporate income tax.
 - Last VAT declaration.
 - Annual accounts.
 - Annual activity report.
 - Annual external audit report.

ANNEX III.- INFORMATION ON THE NON-QUALIFIED INVESTOR

SUITABILITY TEST

1. Have you made investments in unlisted companies managed by you or by others?
 - a. Yes.
 - b. No.
2. Do you have previous experience in the field of investments in the stock market crypto assets?
 - a. Yes.
 - b. No.
3. Do you know what a Security Token entails, and do you know the risks involved in investing in the same?
 - a. Yes.
 - b. No.
4. Due to the high risk in these operations, do you know that you can lose all the amount invested?
 - a. Yes.
 - b. No.
5. What percentage of your assets are you going to allocate to the investment in this type of products?
 - a. Less than 25%.
 - b. Between 25% and 35%.
 - c. Between 50% and 75%.
 - d. More than 75%.
6. Origin of most of the regular income obtained.
 - a. No regular income.
 - b. Employment Relationship.
 - c. Yields derived from income from real estate or property.
 - d. Returns derived from financial investments.
 - e. Benefits - pension (such as disability or retirement).
7. Amount of periodic income (€/year):
 - a. No regular income.
 - b. < €25,000
 - c. Between €25,000 and €50,000
 - d. Between €50,000 and €100,000
 - e. > €100,000.

8. Origin of capital intended for investment in this type of product
 - a. Relocate existing financial investments.
 - b. Inheritance or donation.
 - c. Business income.
 - d. Compensation.
 - e. Other origin.
9. Desired time frame for the investment.
 - a. Less than 6 months.
 - b. Between 6 months and 2 years.
 - c. Between 2 and 5 years.
 - d. More than 5 years.
10. Preferences in relation to the assumption of risks.
 - a. My goal is to preserve the capital invested, without being willing to take risks.
 - b. I am willing to accept moderate fluctuations of the invested capital, risk moderate.
 - c. I am willing to accept high fluctuations of the capital invested, risk high.
11. What are the objectives pursued with the investment?
 - a. Preserve capital.
 - b. Seek an average growth of capital, assuming a moderate risk.
 - c. Seek and take advantage of market opportunities, assuming risk.
 - d. Seek high capital growth, assuming strong risks.
12. Level of Studies.
 - a. Higher or postgraduate studies in financial matters.
 - b. Higher Degree.
 - c. Basic Studies.
 - d. Without Studies.
13. Profession:
14. Estimated Annual Income:

ANNEX IV.- REQUEST FOR CLASSIFICATION OF THE INVESTOR INDIVIDUAL AS PROFESSIONAL

By virtue of this Annex, the Investor confirms his wish and requests to be treated as professional investor (individual). Treatment as a professional client leads Implicit is the consideration that the investor has the experience, knowledge, and the qualifications necessary to make their own investment decisions and to value correctly the risks inherent in such decisions.

In accordance with the provisions of article 206.2 of the Royal Legislative Decree 4/2015, of October 2, approving the revised text of the Spanish "Mercado de Valores", and in accordance with Annex II of Directive 2014/65/EU of the European parliament and of the Council, of May 15, 2014, relative to the financial market instruments.

I HEREBY REQUEST the Issuer, in general, to consider me as a Professional/Qualified Client for the purposes of providing INVESTMENT services and those auxiliaries services and instruments offered through their activities.

To this end, I state that I meet at least two of the following requirements established by current and applicable regulations:

- ☐ I have carried out operations of significant volume in the securities market, with an average frequency of more than 10 operations per quarter during the previous 4 quarters.
- ☐ The cash value of my deposits and financial instruments in my portfolio is greater than €500,000.
- ☐ I hold, or have held, for at least one year, a professional position in the financial sector, requiring knowledge about the planned operations or services.

Additionally, I declare that I have been informed of the following:

- I. That the admission of this application is conditioned to the positive evaluation of my experience and knowledge related to and regarding the investment services to be provided.
- II. That the acceptance and classification as a Professional/Qualified Client entails a lower level of protection, specifically in relation to the information that will be provided. Certain knowledge and experience in assessing the

suitability of instruments may be presumed, as well as the ability to financially support the risks derived from the investments presented.

- ☐ I certify that the information provided is true.
- ☐ I confirm that I have been informed and understand the risks arising from the investment in Security Tokens Offering processes, being aware of the non-existence of publicly available market prices for these products, as well as the inexistence of mechanisms that guarantee its reimbursement charged to the assets of the issuer, prior to its liquidation.

ANNEX V.- REQUEST FOR CLASSIFICATION OF THE LEGAL ENTITY INVESTOR AS PROFESSIONAL

By virtue of this Annex, the Investor confirms his wish and requests to be treated as professional investor (corporation / legal entity). Treatment as a professional client leads Implicit is the consideration that the investor has the experience, knowledge, and the qualifications necessary to make their own investment decisions and to value correctly the risks inherent in such decisions.

In accordance with the provisions of article 206.2 of the Royal Legislative Decree 4/2015, of October 2, approving the revised text of the Spanish "Mercado de Valores", and in accordance with Annex II of Directive 2014/65/EU of the European parliament and of the Council, of May 15, 2014, relative to the financial market instruments.

I HEREBY REQUEST the Issuer, in general, to consider me as a Professional/Qualified Client for the purposes of providing INVESTMENT services and those auxiliaries services and instruments offered through their activities.

To this end, I state that I meet at least two of the following requirements established by current and applicable regulations:

- ☐ The total balance of the Company is equal to or greater than 20 million euros.
- ☐ The annual net turnover amount is equal to or greater than 40 million euros.
- ☐ The entity's own funds are equal to or greater than 2 million euros.

Likewise, I declare that I have been informed that the acceptance and classification as a Professional/Qualified Client entails a lower level of protection, specifically, in relation to the information that will be provided. Certain knowledge and experience in assessing the suitability of instruments may be presumed, as well as the ability to financially support the risks derived from the investments presented.

For all the above,

- ☐ I certify that the information provided is true.
- ☐ I confirm that I have been informed and understand the risks arising from the investment in Security Tokens Offering processes, being aware of the non-existence of publicly available market prices for these products, as well as the inexistence of mechanisms that guarantee its reimbursement charged to the assets of the issuer, prior to its liquidation.