blockchain.io

Your Gateway to the Internet of Value
# Table Of Contents

Table Of Content 2

1. Disclaimer 4

2. Abstract 5

3. Market Vision 6
   - Cryptocurrencies Power The Internet Of Value 7
   - Cryptocurrencies With A True Utility Will Thrive 7
   - Cryptocurrency Exchanges Enable Users To Navigate 8
   - The Internet Of Value

4. Crypto Exchanges’ Problems That Blockchain.io Aims To Fix 10
   - Security Breaches 10
   - Non-Compliance 11
   - Opacity 11
   - Outages 11

5. Blockchain.io’s Key Claims 12
   - Highest Security, Reliability, And Accountability Standards 12
   - Aiming For European Leadership 12
   - Combining A Centralized Exchange With Decentralized Settlement 13
   - Offering Liquidity Services 13
   - Leveraging Advanced Cryptographic Protocols 14
   - Compliant And Ready For Mainstream Adoption 14
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. The Blockchain.io Project In Detail</td>
<td>16</td>
</tr>
<tr>
<td>Blockchain.io Main Functionalities</td>
<td>16</td>
</tr>
<tr>
<td>Essential Features</td>
<td>17</td>
</tr>
<tr>
<td>Advanced Cryptographic Protocols</td>
<td>21</td>
</tr>
<tr>
<td>Business Model</td>
<td>23</td>
</tr>
<tr>
<td>Blockchain.io Roadmap</td>
<td>26</td>
</tr>
<tr>
<td>Team</td>
<td>27</td>
</tr>
<tr>
<td>Advisors</td>
<td>30</td>
</tr>
<tr>
<td>Partners</td>
<td>37</td>
</tr>
<tr>
<td>7. Blockchain.io Token Sale</td>
<td>39</td>
</tr>
<tr>
<td>BCIO Token Use</td>
<td>39</td>
</tr>
<tr>
<td>BCIO Token Distribution</td>
<td>41</td>
</tr>
<tr>
<td>BCIO Token Use of Proceeds</td>
<td>42</td>
</tr>
<tr>
<td>BCIO Token Sale Roadmap</td>
<td>43</td>
</tr>
<tr>
<td>BCIO Token Sale Terms</td>
<td>43</td>
</tr>
<tr>
<td>Annex 1 — Relationship Between Blockchain.io &amp; Paymium</td>
<td>45</td>
</tr>
<tr>
<td>Annex 2 — Glossary</td>
<td>46</td>
</tr>
<tr>
<td>Annex 3 — Token Sale Terms &amp; Conditions</td>
<td>48</td>
</tr>
</tbody>
</table>
1. Disclaimer

Paymium (or any Paymium affiliate assignee of Paymium) is launching a new Cryptocurrency Exchange project, called "Blockchain.io" (BCIO), which gives rise to the issuance and sale of certain Tokens to Participants through a Token Sale governed by these Token Sale terms and conditions.

The Token Sale presented by Paymium poses several risks to Tokens buyers, in particular that of losing all amounts traded for Tokens.

Only those who are fully aware of, and agree to these risks should participate in the Token Sale.

Note also that the Token Sale excludes certain groups of people such as persons that are (i) not Participants or (ii) "U.S. Persons" unless the U.S. Persons are Accredited Investors.

Neither the Autorité des Marchés Financiers, nor the U.S. Securities and Exchange Commission, nor any other regulatory body has approved the Token Sale or this document. Any representation to the contrary is unlawful.

Neither the Token Sale nor any related document constitutes an offer to sell, or the solicitation of an offer to buy, Tokens in any jurisdiction where it is unlawful to make such offer or solicitation.
2. Abstract

Blockchain.io is your gateway to the Internet of Value.

In the coming Internet of value, decentralized blockchain-operated value networks will become mainstream and compliant, enabling billions of Internet users to exchange value as quickly and as easily as they exchange information today.

Multiple cryptocurrencies will co-exist. Each cryptocurrency will serve the needs of a community of users to securely trade any type of assets, rights, goods, or services that is of value to them in a decentralized value network, i.e. without supervision by a central authority.

As a cryptocurrency exchange, Blockchain.io will play a major role in the Internet of Value’s ecosystem. It will be the marketplace where cryptocurrencies will be traded against each other, a gateway to and a bridge across the multiple value networks powered by different blockchains/cryptocurrencies such as Bitcoin (BTC) and Ether (ETH).

Blockchain.io will combine the efficiency of a low-latency full-featured centralized exchange with decentralized “trustless” cross-chain settlement. The project leverages the latest developments in cross-chain atomic swaps, cryptographic protocols, and payment networks such as Lightning and Raiden. These developments will overcome the scalability issues of decentralized blockchains, allow transactions across heterogenous blockchains, increase the speed and lower the cost of these transactions, making them ready for mass adoption.

Blockchain.io is driven by the highly experienced team of cryptocurrency experts who, seven years ago, founded Paymium, a fiat/bitcoin exchange catering to the underserved Euro market. Blockchain.io shares Paymium’s highest security, reliability, and accountability standards. It strives to overcome the shortcomings of rival crypto exchanges that have repeatedly caused severe losses for issuers and token holders. To achieve this, the team relies on its advanced knowledge of cryptographic technology, its operational in-depth understanding of the crypto world, and a strong company culture committed to security and compliance.

Together with Paymium, Blockchain.io aims to become the leading cryptographic exchange in Europe by 2020.
Part 1 — Why Blockchain.io?

3. Market Vision

"Bitcoin introduces a platform on which you can run currency as an application on a network without any central points of control. A system completely decentralized like the internet itself. It is not money for the internet but the internet of money."

— Andreas Antonopoulos

Welcome to the Internet of Value!

In the same way as the Internet redefined global communication, Bitcoin and other cryptocurrencies are now reinventing money and value transactions.

Before Bitcoin, money was defined by State sovereignty over a territory. From now on, any community can mint its own money in form of a cryptocurrency or digital token and start trading without any central supervising authority.

In 2017 alone, Initial Coin Offerings (ICOs) raised around $5 billion. Each project was financed by a community of token holders who became its ambassadors. There are now already tens of millions of token holders.

Digital tokens are like better, smarter cash. They are programmable money. Immediately liquid, indefinitely fragmentable, and instantly transferable, they can be programmed to meet the needs of particular assets, rights, goods, or services or of specific communities. The coming years will see a multitude of cryptocurrencies. New cryptographic developments and payment applications will allow us to transact in all these currencies, with the traditional “fiat” currencies retaining their role as price anchors.

Exchanges will be the marketplaces where cryptocurrencies will be traded against each other and with fiat currencies. Cryptocurrency exchanges will be the bridges between blockchains powered by Bitcoin, Ether and other cryptographic protocols. We confidently expect the Internet of Value to gain mass adoption, just as the free peer-to-peer networks that preceded it on the Internet, namely email and the Web, did.
The Internet of Value will trigger new waves of innovation in financial systems and beyond. It will bring financial inclusion to the billions of people who are still unbanked today.

Pierre Noizat, February 2018

Blockchain.io’s vision of the Internet of value is built on clear and distinct paradigms:

**Cryptocurrencies Power the Internet of Value**

In Blockchain.io’s vision the Internet of Value is the next level of evolution of the Internet. The internet of value enables users to securely trade assets, rights, goods and services, globally and around the clock, without the involvement of a centralized authority, or traditional financial intermediaries, or so called ‘trusted’ third-parties.

The Internet of value is built on multiple decentralized, automated, transparent, and secure blockchain-based value networks. Different networks operate different versions of the blockchain, which in turn are fueled by different cryptocurrencies such as Bitcoin, Ether, or Litecoin. Each network meets the needs of certain types of transactions, such as high-value payments or title registry, or the needs of specific trading communities, such as a network of autonomous objects or an industry sector.

Blockchain.io as the leading exchange in the Internet of Value will enable users to trade across all these value networks.

**Cryptocurrencies with a True Utility Will Thrive**

Currently, the burgeoning cryptocurrency ecosystem is in accelerated motion and is encountering turbulences. Initial Coin Offerings (ICOs) have lowered the barriers to minting cryptocurrencies as tokens. Many ICOs have been hastily promoted and have flooded the market in large numbers. Buyers have rushed to buy in, often driven by the fear of missing out on the ‘crypto’ opportunity rather by an informed assessment of the value of the coin/project.

As of February 8, 2018, there were more than 1,500 cryptocurrencies with a total market
capitalization of more than $400 billion, including 138 cryptocurrencies with a market value higher than $100 million, of which 25 have a market value greater than $1 billion.

The increased attention of the media and the general public for the crypto world has potentially created a short-term bubble. Yet, those digital currencies that have a true utility in contributing to the long-term growth and expansion of the Internet of value, such as Bitcoin and the leading altcoins, Ethereum, Ripple, and Litecoin, offer short and long-term growth perspectives that could offset losses caused by those that will fail.

Cryptocurrency Exchanges Enable Users to Navigate the Internet of Value

Cryptocurrency exchanges enable users to trade across multiple value networks powered by heterogeneous blockchains.

As the number of cryptocurrencies grows, cryptocurrency exchanges become the marketplaces for listing and trading cryptocurrencies. In the current context, users mainly buy cryptocurrencies as a store of value, in anticipation of a future value increase. As exchanges list multiple cryptocurrencies in one place, supply information about them, enable comparisons, and set bid/ask prices according to demand, they help separate the valuable cryptocurrencies from the useless ones. Investors become increasingly discriminate in their choices of cryptocurrencies as a store of value or as a utility token.

As technological and regulatory barriers to the Internet of value will be lifted, cryptocurrencies and decentralized value networks will gain mainstream acceptance. To trade on these different networks, users will need to buy multiple digital currencies and to exchange them as their needs evolve.

Blockchain.io will list a careful selection of cryptocurrencies: Proof-of-Work (POW) coins such as Bitcoin, Ether or Litecoin, Proof-of-Stake (POS) coins like Qtum or Stratis, Directed Acyclic Graph (DAG) coins, and other cryptographic protocols yet to be designed and minted.
The Internet Of Value

Proof of work coins
Miners solve complex cryptographical puzzles to validate transactions

BTC LTC ETH

Proof of stake coins
Miners validate transactions according to the wealth associated with their accounts

WAVES STRAT QTUM

DAG Coins
Blockchain-less. Each new transaction confirms one or more previous transactions

IOTA BYTE

FIAT Currencies
Central banks control monetary policy through interest rates and reserve requirements

JPY EUR USD

Other cryptographic protocols
Fair exchange, decentralized settlement

blockchain.io
Whitepaper September 2018
4. **Crypto Exchanges’ Problems that Blockchain.io Aims to Fix**

Operating a cryptocurrency exchange is a multifaceted service business with distinct functions ranging from custody services to providing underlying information and trading facilities. More generally, the exchange must create a trusted environment that fosters transactions.

Unfortunately, hackers and fraudsters are constantly trying to break into exchanges which they see as the weakest link in the cryptocurrency infrastructure.

Faced by this challenge, many exchanges have shown themselves to be unsafe, unreliable, non-compliant, and opaque. Since 2011, over 1 million bitcoins have been taken from their rightful owners by hackers and fraudsters. Users of non-compliant exchanges had their accounts frozen or seized. Traders were faced with unexpected platform shutdowns and non-responsive, opaque management.

Regulators and institutional investors have pointed out these shortcomings which are currently hampering the growth of cryptocurrencies and cryptocurrency networks.

**Blockchain.io is determined to fix these issues:**

**Security Breaches**

- High volume crypto-assets platforms are constantly attacked by hackers who seek to bring the systems down, typically through DDoS attacks. Fraudsters also try to break into accounts using social engineering to steal cryptocurrencies from users.
- Many high-volume platforms could not withstand these attacks and were forced to shut down.
- Case in point: In August 2016, a large platform acknowledged the loss of 120,000 BTCs (bitcoins) for a value, at the time, of USD 75 million.
- It is estimated that since 2011, at least three dozen major heists against cryptocurrency exchanges occurred. Close to 1 million BTCs were stolen.
Non-compliance

- Many users had their assets seized or frozen due to platforms’ lack of compliance with national and international laws and regulations.
- Case in point: An exchange had inadequate AML and KYC procedures. When the State of Washington decided to regulate Bitcoin exchanges, this platform chose to suspend the accounts of users from that State.
- Case in point: In September 2017, following a national ban by the Chinese (PRC) State, China’s largest exchange suspended its operations.

Opacity

- The management and operations of some exchanges are opaque. They have very poor customer service and do not respond to user enquiries. Users are exposed to high risk and uncertainty, which creates massive tension as stress quickly spreads in the community.
- Case in point: In July 2017, the U.S. government brought federal charges against a platform for money laundering and operating an “unlicensed monetary service.” The platform was shut down and reopened only once the full inquiry was completed and a court decision was made.
- Some exchanges operate dark pools (OTC or Off-Exchange transactions) and don’t address price manipulations, therefore allowing some market participants to spoil others.

Outages

- Many platforms experience service outages in periods of high volatility. This obviously results in major losses for traders and investors.
- Case in point: In June 2017, a platform shut down for several hours causing a 25% decline in the price of both BTC and ETH.
- Case in point: In August 2017, following performance issues which caused a flash crash, a platform delisted tokens, suspended trading on currency pairs such as the ETH/GBP, and removed advanced functionalities such as its cryptocurrency borrowing facility and margin trading.
- After the outages, most exchanges simply try to resume operations as quickly as possible and seldom fix their accounting records or upgrade their server infrastructure.
Part 2 — The Blockchain.io Project

5. Blockchain.io’s Key Claims

Highest Security, Reliability, and Accountability Standards

Blockchain.io aims to overcome the current shortcomings of the crypto exchange market by applying the highest standards in security, reliability, compliance, and accountability.

To achieve this, the team will rely on its advanced knowledge of cryptographic technology, its operational in-depth understanding of the crypto world, its strict discipline in software development, and its longstanding commitment to compliance and accountability.

The founders of Blockchain.io are a seasoned team with in-depth knowledge of cryptocurrency protocols. They pioneered cryptocurrencies in Europe in 2009. They subsequently created Paymium in 2011, making it the first European Bitcoin exchange. Paymium claims the highest standards in security, reliability and accountability, which will also be the hallmark of Blockchain.io.

Paymium has been operating hack-free since 2013. A company culture of commitment to security and technological competence are the underlying basis for this excellence.

In terms of compliance and accountability, Paymium is, to the best of our knowledge, the only crypto exchange whose financial accounts are fully audited by an external auditor with a European title equivalent to an American CPA. The platform applies on a voluntary basis, and complies with, European Banking requirements for anti-money laundering (AML) and know-your-customer (KYC) procedures.

Paymium and Blockchain.io offerings are a perfect pair and the logical next step to meet the rising expectations of the crypto world as it evolves into the Internet of Value.

Aiming for European Leadership

The European cryptocurrency market is still up for grabs and Blockchain.io is determined to lead it. Blockchain.io will naturally address the untapped opportunity of the currently
underserved European market. Europe represents only 7% of the global volume of fiat-to-bitcoin currency exchanges (Source: CryptoCompare, February 2018). Yet the European Union (EU) covers 28 countries with 510 million inhabitants.

European governments have adopted Fintech friendly policies. They regard blockchain developments as an extremely valuable tool to revamp financial services. Institutional and individual investors show a growing appetite for Bitcoin, Ether, and European ICOs. Most European regulators are open, with a wait-and-see attitude.

In Blockchain.io’s vision, these factors bring extremely compelling evidence of the strong growth potential of the European market.

Combining a Centralized Exchange with Decentralized Settlement

Blockchain.io will be dedicated to exchanging cryptocurrencies against each other, a complementary offering to the founders’ fiat exchange, Paymium.

The Blockchain.io platform will combine the new-generation technology of a centralized custodial exchange with decentralized “trustless” cross-chain “fair exchange” settlement. The centralized cryptocurrency exchange will be a low-latency, full-featured exchange with custody services, centralized order booking, and efficient order matching. As Blockchain.io grows, it will add more functionalities such as margin trading, proprietary lending, and peer-to-peer lending.

The decentralized cross-chain settlement will be based on cross-chain atomic swaps, i.e. cryptographic protocols that allow users to settle transactions across heterogeneous blockchain networks without ‘trusted’ third-party and without counterparty risk. This will represent a big departure from traditional markets and a major step toward the Internet of Value.

Offering Liquidity Services

Blockchain.io will jumpstart liquidity in three specific ways:

• ICO services offering to assist issuers with their ICO campaigns and ICO listings,
• Listing of other tokens (Non-ICO),
• Market making using Blockchain.io inventory,
• Custody and brokerage services for institutional clients,
• Incentive program for Paymium users to ensure the smooth and seamless transition of the community to the new services. The 170,000 accounts of Paymium will become the first community to access Blockchain.io services and the Internet of Value.

Leveraging Advanced Cryptographic Protocols

The Blockchain.io team will be the engaged drivers of the development of the advanced cryptocurrency protocols that will enable Blockchain.io’s decentralized settlement.

Blockchain.io leverages research and development by the most prominent software developers who are entering the cryptocurrency ecosystem in droves. Among them, the teams at Lightning Networks, Tumblebit, and Rootstock are constantly improving on-chain and off-chain cryptographic protocols to enable atomic swaps through hashed timelock contracts (HTLC), payment channels, and sidechains.

These technologies enable seamless trading across heterogeneous blockchains fueled by cryptocurrencies of different nature such as POW, POS, DAG, and others, such as POB. They also provide solutions to the scalability issues of Bitcoin-based blockchain and massively lower the cost of transactions.

Compliant and Ready for Mainstream Adoption

The Blockchain.io and Paymium teams believe in a regulated future for cryptocurrencies 2.0.

While a few governments such as the PRC’s have temporarily banned cryptocurrency exchanges, most national regulators, such as the SEC in the US and the AMF in France are seeking to define a regulatory framework for cryptocurrencies and ICOs. Gibraltar issued its own token. Japan licensed currency exchanges, while considering, like Estonia, issuing State-sponsored tokens for specific uses.

Blockchain.io strongly believes that cryptocurrencies will be regulated, in various forms, extent, and degrees, depending on the country or region. Our philosophy for Blockchain.io is to anticipate regulatory requirements and become the first exchange to be fully compliant as soon as relevant regulations are being issued.
Blockchain.io considers this as an essential feature for the successful course of business. The team has engaged in regulatory watch and conducts frequent discussions with various State authorities to educate them in cryptocurrency issues and to ensure that the key values of the crypto community are understood and respected.

Compliance and security are closely intertwined, as are the legal and technology standards they imply. Mastering both will unleash the potential of the cryptocurrency ecosystem and trigger mass adoption among institutional and individual investors.
The Blockchain Project
In Detail Overview

Blockchain.io Main Functionalities

Blockchain.io aims to be the cryptocurrency exchange of trust for individual and institutional traders and investors. It aims to combine a state-of-the-art low-latency cryptocurrency exchange with advanced decentralized settlement using the latest "trustless" cross-chain trading protocols to settle trades without the need for a trusted third-party or counterparty.

1. Cryptocurrency Exchange
With asset custody services, advanced trading features, and proven security procedures to protect customer databases, digital assets inventories, order book, and the order matching engine.

2. Decentralized Settlement
Fair-exchange ("trustless") protocols allowing atomic swaps, i.e. atomic cross-chain trading of cryptocurrencies without the need for a trusted third-party. The decentralized settlement eliminates the counterparty risk.

3. Liquidity Services
Blockchain.io will offer listing services for selected tokens, i.e. tokens strictly vetted by technology and business due diligences. The company will also offer ICO services, such as the planning and execution of selected ICO campaigns, and market-making services.

The three pillars of Blockchain.io’s offering are:
Essential Features

The main features of the cryptocurrency exchange Blockchain.io are:

Ultra-Secure & Decentralized

- The centralized part of the exchange offers highly secure custody services with cold storage and cryptographic proof of reserve.
- Cryptocurrencies are held in cold storage (offline) for at least 98% of reserves.
- A cold wallet access requires multiple signatures.
- A cold wallet private key is split and held in a number of different vaults in multiple locations.
- Other in-house security processes and technological features.
- Internal procedures protect the exchange from social engineering attacks. Periodic technical audits and timestamped logs allow detection of any tampering attempts in the accounting database.
- Periodic financial audits verify that the inventory of coins (assets side) matches the records of liabilities with cryptographic proof. If the exchange’s customer balances
are checked against a blockchain inventory of coins (utxos in Bitcoin language) every block interval, there is little or no room for a rogue intruder to alter database records with profit.

- Decentralized settlement relies on fair-exchange protocols allowing atomic swaps of cryptocurrencies to eliminate the counter-party risk inherent to a custodial exchange.

**Fully Compliant & Transparent**

- Exhaustive accounting records are audited by independent professional auditors to ensure the integrity of the trading platform.
- The exchange aims to comply with all current applicable EU regulations, ensuring that assets never get seized or frozen.
- Customer balances on the liability side must match exactly the inventory of coins held by the exchange. Blockchain.io aims to perform such balance check and to publish its cryptographic proof at every block interval.

**Reliable Infrastructure**

- Minimal downtime, typically restricted to server maintenance, application upgrades, or database migration.
- Resilience under high volume, heavy traffic conditions, or DDoS attacks.
- No technical debt: exchanges that quickly add new altcoins or new features without proper testing or careful software design accumulate technical debt by taking shortcuts. Technical debt translates into applications that are harder to maintain and prone to bugs and security holes.
- Blockchain.io will attract high volume traders with specific features such as a FIX API and a borrowing facility, but also with the high level of availability of the trading platform.
- Processing capacity in the first phase will be of up to 2 million orders per day.

**Select Digital Currencies**

- Cryptocurrencies will be listed on the trading platform following a strict vetting process (sustainability, technical, and deep protocol review) by our team of blockchain experts.
- Regular updates and publications will inform platform stakeholders and the community through altcoin technical reviews and financial analyses.
ICO Execution & Token Listing

- Blockchain.io will provide ICO campaign support and token listing services to assist entrepreneurs and technologists in the planning and execution of their fundraising campaigns.
- Following the ICO campaigns, Blockchain.io will ensure that newly created tokens are listed on Blockchain.io to provide liquidity to investors and traders.
- In addition, Blockchain.io will create Token liquidity through:
  - Market making using Blockchain.io’s inventory
  - Incentive program for Paymium users.

Blockchain.io will provide an intuitive trading experience catering to the needs of both individual and institutional traders and investors.

High Performance Matching

- High availability and high scalability of the trade matching engine will sustain a deep order book on all pairs of cryptocurrencies and process up to 2 million orders per day.

Basic & Advanced Orders

- A large variety of trade order types will address the needs of both beginners and expert traders.
  - These will include market, limit, stop loss, take profit, trailing stop orders, self-cancelling and expiration orders.

Transparent Auctions

- Transparent cryptocurrency auctions will take place several times a day in order to bootstrap new cryptocurrency trading through a trustless price discovery mechanism.
- Market participants may place an auction-only market order, which will execute at the final auction price or input a limit order indicating the maximum buying price or a minimum selling price for their coins. The auction matches the aggregate buy and sell demands from all participating orders to determine the price ("cross-price") at which the largest quantity can be filled.
Peer-to-peer Lending

- Traders who need to borrow funds to trade on margin will be able to borrow from other platform users.
- Lenders will earn interest on borrowed funds.
- Interest rates will be set based on supply and demand using a centralized order book and an order management system.

Proprietary Lending

- Blockchain.io will maintain and manage a centralized inventory of cryptocurrency funds.
- These funds will be lent to platform users against interest.
- Funds will be made available for lending in the centralized order book and interest rates will be set using a supply and demand process.
- Funds from the centralized inventory may, on a case by case basis, also be lent to traders who need to borrow large amounts. These transactions will be closed over-the-counter.

Short & Long Margin Trading

- Traders may borrow funds to benefit from coin volatility by trading on margin.
- Margin trading can be used for short and long trades.
- Long trades will automatically be closed by the exchange when amounts invested exceed borrowing capacity. At this stage, the borrowed funds are automatically returned to the lender along with accrued interest.
- Traders who short-sell a coin may borrow this coin from another platform user or from the centralized inventory to sell it right away. A trader can borrow a coin for short selling only if a value in coin is locked by the platform to secure the trade. Once this security reserve is exhausted, the trade is automatically closed by the system and the borrowed coin returned to the lender along with the interest earned.
“Fair exchange” cryptographic protocols

• **Atomic Swaps (AS):** AS enable users to trade cryptocurrencies across different blockchains directly, without a third party. AS are on-chain transaction protocols which utilize the concept of hashed timelock contracts (HTLCs). AS delay settlement time as trading parties choose their lock time. AS are good for infrequent large deals. In early AS implementations, trading parties needed to have the full blockchains of the two cryptocurrencies they wanted to exchange with each other in order to use AS.

• **Hashed Timelock Contract (HTLC):** HTLCs ensure that an atomic swap process is trustless by requiring a cryptographic proof of payment and payment receipt prior to a deadline after which the payment is cancelled.

• **Payment Channels:** Atomic swaps are possible only across blockchains that support payment channels. Payment channels allow for practically unlimited bidirectional transfers between two participants, as long as the net sum of their transfers does not exceed the deposited tokens. These transfers are off-chain transfers, except for the initial one-time on-chain deposit creation and the eventual closing of the channel. Two users connected to the Blockchain.io Lightning hub, could perform
atomic swaps between Bitcoin and another cryptocurrency through a fair exchange ("trustless") protocol only if the cryptocurrency traded for bitcoins supports payment channels. Successful cross-chain trading experiments include exchanging bitcoins with Lightning and ethers with Raiden.

- **Lightning Network (LN):** The Lightning Network (LN) protocol proposed by Tadeus Dryja and Joseph Poon in 2015 leverages the notion of payment channels to enable off-chain micro-payments. As such, it is a highly relevant scalability solution. The combination of the Bitcoin network with the layer-2 Lightning network has the potential to process millions of transactions per second. LN is suitable for frequent, small and regular transactions between two parties. The amount of money that can be traded between these parties is limited to the initial deposit. These funds are locked until the channel is closed, which is an on-chain transaction, hence a time delay may occur. LN requires mature routing technology such as the Flare routing algorithm developed by BitFury. Note that it’s been argued that LN is not truly decentralized.

- **Tumblebit:** The Tumblebit protocol proposed by Ethan Heilman, Sharon Goldberg and al. in 2016 enables privacy-protected fair exchange trading through a hub, using HTLCs. Unlike Lightning, Tumblebit does not require Segwit as a transaction malleability fix, it therefore potentially supports more cryptocurrencies that use Bitcoin-like architecture. Users (Alice and Bob) escrow funds, say Alice escrows $x$ BTC and Bob $y$ LTC, with the non-custodial Blockchain.io Tumblebit hub then execute off-chain trades up to the escrowed amount and as long as the escrow has not expired. Crucially, the hub cannot steal funds.

- **RSK Sidechains:** RSK Labs has introduced smart contracts to the Bitcoin ecosystem to enable near instant payments and improve its scalability. A 2-way peg (2WP) allows the transfer of bitcoins from the Bitcoin blockchain to a Secondary blockchain and vice-versa. The “transfer” is in fact an illusion: bitcoins are not transferred, but temporarily locked on the Bitcoin blockchain while the same number of equivalent tokens are unlocked in a secondary blockchain. A security protocol ensures that the same bitcoins cannot be unlocked on both blockchains at the same time.
Elixir Programming language

- Blockchain.io uses the general-purpose Elixir programming language running on the Erlang virtual machine to enable robust design of distributed applications and embedded systems.

FIX

- The Financial Information eXchange (FIX) protocol is an international standard protocol for real-time securities transactions. The FIX API protocol was designed by and for institutional traders to vastly improve trading performance through lower execution time, multi-channeling (concurrent connections) and privacy (not disclosing trading algorithms).

Web, Mobile & Desktop

- The blockchain.io trading and charting platform will be available as a mobile application (iOS, Android, HTML 5), desktop application (Mac OSX, Windows, Linux) and web-based application.

► Business Model

Blockchain.io will generate revenues from trading activities, lending, digital currency payments and ICO services. Basically, the time-tested business model of marketplaces and exchanges will be applied to new products and unique technology.

Trading

- Competitive two-way buy and sell fees on all exchange transactions conducted through the marketplace.
- Blockchain.io crypto exchange will seek to encourage market liquidity.
- Blockchain.io charges fees on both legs of the trade.
- Market maker fees are lower than taker fees.
Lending

- Cryptocurrency borrowing and lending will generate interest for lenders.
- Commissions apply to interest generated from borrowing from the centralized Blockchain.io inventory.
- Blockchain.io charges interest for lending from its centralized lending inventory.

Withdrawal

- Withdrawals requested by Blockchain.io users will incur a modest fee.

Payment transactions

- E-commerce and in-store payment transactions processed through Blockchain.io will incur a fee calculated as a percentage of the transaction.

ICO services

- Blockchain.io will charge consulting and transaction fees to project teams willing to be assisted by experienced legal, marketing, and finance professionals in the planning and execution of their ICO campaign.
- ICO projects will be pre-selected by Blockchain.io staff and approved/voted upon by the community.
- Criteria for project eligibility will be:
  1. Legal compliance of the project
  2. Team experience and background
  3. Company track-record
  4. Market potential
  5. Quality of the project
  6. Existence of a viable product
  7. Utility of the token
  8. Existence of a hard cap
- Blockchain.io will structure the entire operation on behalf of the client and charge a fee in form of a percentage of raised funds
Coin / Token listing

- Blockchain.io will charge a fee to list a token applying to be traded on Blockchain.io.
- Following a successful ICO campaign supported by Blockchain.io, a token will automatically be listed on the exchange. Listing will provide liquidity to project founders and traders.
- Other tokens applying for listing will be submitted to a drastic selection process conducted by the Blockchain.io team of experts. Blockchain.io reserves the right to turn down some of the applicants.
- This listing fee will most likely be charged on a full year basis.
Blockchain.io will progressively roll out new features over the next 18 months, starting with centralized custodial cryptocurrency exchange functionalities in 2018. ICO services and decentralized settlement will follow in early 2019.
Pierre Noizat  
Founder & CEO

Pierre is the CEO of Paymium, one of the first bitcoin exchanges worldwide. Pierre started working on cryptography applied to digital television services long before bitcoin appeared. He is now a recognized expert in the cryptocurrency industry. He has authored numerous books and articles about Bitcoin such as Bitcoin, Mode d'Emploi, and the Blockchain and is a much sought-after speaker at major conferences on the subject, such as the Bitcoin Conference and PayForum. Pierre holds an MSc from Ecole Polytechnique, France’s leading Engineering School, and a MBA Degree from Columbia University in New York.

Dominique Rodrigues  
CTO

A highly skilled research engineer with more than 15 years of experience as a part of the French Atomic Energy commission, Dominique is a system-oriented entrepreneur who has co-founded two startups. He is an expert in cloud computing and holds two patents in distributed cloud computing and in security. Dominique is a graduate of Ecole Normale Supérieure of Cachan and holds a PhD in numerical simulation & high performance parallel computing from the École Centrale of Paris.
Pierre Tavernier  
CMO

Pierre is a strategic planner with both consulting and entrepreneurial experience in the financial sector. Over the past 10 years, Pierre has worked in seven countries on the four continents of Africa, America, Asia, and Europe. Pierre holds a Master in Management in Corporate Finance and Financial Markets from EDHEC Business School.

Laetitia Zito  
CFO

Laetitia is a cool-headed, no-nonsense CFO with more than 10 years of experience in finance management and control. She has worked in Canada, US, and France; and is an expert in international business management. Laetitia holds a Master in Financial Management & Controlling from ESSEC Business School.

Anthony Grouselle  
Full-stack developer

Anthony is a Web & mobile developer with 10 years of experience in the US, the UK and France. His skills include algorithm development in fields such as trading and semantic analysis.

Samuel Bezerra  
Mobile developer and Product owner

Samuel recently won the Microsoft Prize for best mobile application in the education field at FuturEdu hackathon in Paris. He has studied and worked in France, Ireland, and Brazil.
Emmanuel Vaillant
Dev Ops

Emmanuel holds engineering degrees in both computer science and information technology. He has worked for AB Tasty, and has international background in Canada and France.

Paul Gaston Gouron
Full-stack developer

Paul is a Web full-stack developer and designer. A bitcoin enthusiast since 2015, Paul has developed a crypto coin of his own, Timecoins Rail, that enables time sharing. He works on machine learning algorithms in his spare time.

Guillaume Berche
Marketing & Business developer

Guillaume is a growth hacker and early-days bitcoin enthusiast. He holds a master's degree in information systems management from IESEG.

Julien Lee Kien On
Marketing & Business developer

Julien is a digital business developer with 9 years of experience in strategic marketing and digital strategy. He has worked in various industries including telecom, media, luxury, consumer electronics, and digital technology.
Jean-Pascal Beaufret
Former General Manager of the Tax Administration – French Ministry of Finance
Advisor – Goldman Sachs

Jean-Pascal Beaufret is a former executive at the French Ministry of Finance (1977-1999) where he held various positions such as Inspection des Finances (audit service group), deputy secretary at the Treasury Department (International Affairs, Financial regulation). He is also a former Head of the Tax administration (direction générale des impôts). In the finance industry, he is a former CFO at Credit Foncier de France (1994-1996) and member of the executive board of Natixis (2008-2009). He was appointed deputy CFO then CFO of Alcatel and Alcatel-Lucent, telecom equipment maker (1999-2007) and CFO of NBN Co, Australian telecom wholesale operator, owned by the Commonwealth (2009-2012). Jean-Pascal is an advisor to Goldman Sachs in France and board member of a venture capital fund (Aurinvest Capital 3).
François Véron
Founder & Managing Partner – NewFund

François’s early career included working at the Inspection of the French Ministry of Finance and at Casino, a leading French listed food retailer, where he created the Strategic Planning Department and was subsequently the Chief Executive Officer of Casino Entreprise, the corporate venture arm. François joined the Venture Capital world in 1999 and invested in CDiscount, Allociné, Direct Energie and Xilam Animation, among others. He launched Newfund, a venture capital firm focusing on early stage investments, in 2008 with Patrick Malka. François holds a Master’s Degree in Finance from HEC in Paris, a Master’s Degree in Political Sciences from IEP in Paris and a Master’s Degree in Public Administration from ENA in Paris.

Guillaume Arnaud
Managing Director – Tikehau Investment Management

Guillaume Arnaud joined Tikehau Capital in 2007 as Managing Director of Tikehau Investment Management. Previously, he had been working at the Caisse Nationale des Caisses d’Epargne since 2000, first as a strategic business analyst and then as Head of Risk Management & Finance in the CNCE Insurance Division. Guillaume began his career in 1997 at Crédit Lyonnais in London, developing convertible bond pricing methodology. He then joined Ardent Software in Boston (USA), then the Vendôme Group in Neuchâtel (Switzerland). Guillaume holds Master’s Degrees in Applied Mathematics from Ecole Polytechnique in Paris and Ecole Nationale des Ponts et Chausées in Paris.
Xavier Faure
Partner – Spring Invest

Xavier began his career as a financial auditor at Arthur Andersen in 1993 where he specialized in acquisition engagements. In 1997, he joined Fonds Partenaires Gestion S.A., the private equity investment arm of Lazard Frères & Cie, where he was in charge of leveraged buyouts, growth capital and industry consolidation investments in middle market small and medium enterprises in the retail industry. In 1999 he co-founded Telkel in San-Francisco, a start-up operating in open source infrastructure software. Back in Paris in 2002, he joined the venture capital fund OTC Asset Management in 2002. With OTC, Xavier got involved in thirty companies including Modelabs (MDL), Ekinops (EKI), Nanobiotix (NANO) and Ymagis (MAGIS). He founded Spring Invest, a venture capital firm in 2015. Xavier holds a Master’s Degree in Mathematics & Physics from Ecole Polytechnique in Paris and a Master’s Degree in Philosophy from Imperial College London.

Cyril Moutran
Co-founder & CEO – Friendly
Co-founder – Feedly

Cyril is a serial entrepreneur and angel investor based in Austin, Texas. He is currently focusing on social and content applications. He is the co-founder & CEO of Friendly.io, a service delivering a beautiful Facebook experience specially designed for the iPad. Cyril co-founded Feedly, a news aggregator application for various web browsers and mobile devices running iOS and Android, also available as a cloud-based service. In March 2013, when Google announced it would be discontinuing the Reader service, Feedly grew about 15 times to 15 million users overnight. Cyril previously served as Vice President of Strategy at Vignette. Cyril holds a Master’s Degree in Computer Science from Telecom ParisTech in Paris.
Frédéric Krebs  
Operating Partner – NewFund

From 2000 until 2013, Frederic was involved as Chief Operating Officer in AlloCiné’s success, a leading Internet brand acquired in 2007 by Tiger Global. He became Chief Marketing Officer at Cinemas Gaumont Pathé in 2015 and eventually joined 20th Century Fox, in charge of the marketing of such successes as The Revenant, Deadpool or Trolls. In 2018, he was named at the board of Singularity University - Paris Chapter. Frédéric holds a Master’s Degree in Marketing from ICN in Nancy (France) and an Executive Degree in Finance from INSEAD in Paris.

Stéphane Philipakis  
Co-founder – Friendly  
Co-founder – Twazzup

Stephane is a Los Angeles based tech entrepreneur and investor with more than 25 years of experience as software engineer and IT architect. Coder at heart, he has applied his expertise to a wide spectrum of projects, from video game startups to asset management institutions. He first got involved in Bitcoin and blockchain protocols in 2011. Stéphane holds an MSc in Artificial Intelligence and Industrial Automation from SUPELEC, followed by 2 years of post-graduate research on formal logic and proof systems at INRIA.
Philippe Dardier
Senior Partner – Avolta Partners

Phil Dardier, a European-based Canadian, is a Senior Partner at Avolta Partners, the leading European Tech Start-up Investment Bank, where he advises European Tech firms primarily in the French and Baltic/Nordic region for fundraising (Series A, B, C as well as ICO’s), cryptos and in a pure advisory capacity. Recently the CEO of Alternativa, a European MTF specializing in illiquid asset trading. He also ran European and Global equity, derivatives, Emerging market sales businesses at Merrill Lynch and at BNPParibas. He is a co-founder of the European Crowdfunding Network. He's a longstanding Start-up investor with such firms as Vistaprint (NSDQ - CMPR), Attenda (UK), Digital Keys (Fr)… Phil was in a past life a Bobsleigh and Rugby International. Philippe holds a Master’s Degree in Management & Information Systems from ESCP in Paris and a Postgraduate Degree in Defence Policy & Foreign Relations from IHEDN in Paris.

Benjamin Grange
Chief Operating Officer – Dentsu Aegis Network France
Chief Executive Officer – Dentsu Consulting

Benjamin is currently COO of Dentsu Aegis Network France and the CEO of Dentsu Consulting, the entity dedicated to C-Suite executives. For over 20 years, Benjamin has been advising top management on large scale strategic shifts and complex transformations under intense competitive pressure in the Telecom & Media and Banking industries: acquisitions, mergers, sales, fundraising, restructuring ... In November 2015, he released his 4th book dedicated to the challenges of digital transformation. Since 2014, he also manages the French ThinkTank #Culture_Numerique. Benjamin holds an Engineering Master’s Degree from Polytechnique School of Grenoble (France), a Master’s Degree in business strategy from ESCP Europe and an Executive Degree from IMD Lausanne.
Julian Kaljuvee  
Director – Founders Capital Ltd  
Quantitative Analyst – HSBC Global Banking & Markets

Julian is a quantitative analyst with over 20 years of experience in the financial services industry. Julian spent the better part of 10 years in the US working as quantitative analyst and product manager for several major banking institutions in New York, including Goldman Sachs, JP Morgan, Merrill Lynch and Morgan Stanley, before moving to London to continue working with European financial institutions, including HSBC, the London Stock Exchange, Union Bank of Switzerland. He is above all an innovative thinker, co-founding several peer-to-peer marketplace lending platforms, building the UBS FIX client-side gateway as well as systematic trading strategies for crypto markets.

Guillaume Seligmann  
Partner (Technology, Privacy, & Data Protection) – Cohen & Gresser LLP

Guillaume focuses on all aspects of technology, advising clients on a broad range of transactions, disputes, and regulatory matters, both within France and internationally. Guillaume’s practice has been recognized by Legal 500 France in the IT, Telecoms, and Internet category and by Chambers Europe in the Information Technology category. He also lectures at HEC / Ecole 42 for its Masters in Management program. Guillaume received his Master’s Degree in Business Law from the University of Paris I - Panthéon Sorbonne and his LL.B. with honors from King’s College London at the University of London.
Muriel Goldberg-Darmon  
Partner (Corporate Finance, Regulatory Compliance) – Cohen & Gresser LLP

With more than 20 years of experience, Muriel focuses on advising listed companies and their managers, investment funds, insurance companies, and financial institutions on a wide range of regulatory and compliance issues, investigations, and corporate transactions. Muriel has significant experience liaising with the French financial market Authority (AMF) and the banking Authority (ACPR), in international cooperation with foreign regulators, including the Securities and Exchange Commission (SEC). Her transactional experience spans M&A, tender offers, IPOs, and other securities issuances. Muriel holds a Ph.D. on the legal aspects of the IPO and a Master’s Degree (DEA) from the University of Paris II Panthéon-Assas in law philosophy and in business and economic law.
Partners

Newfund

Newfund is an early-stage cross-border entrepreneurial venture capital firm which invests mainly in startups in France and the USA. Founded in 2008, the firm has raised more than € billion from entrepreneurs, business leaders, family offices, and institutional investors and invested in more than 60 companies. Newfund’s team is made of hands-on investors who are fully committed to the success of the companies in which they invest and support them through all their development phases.

Kima Ventures

Kima Ventures is one of the world’s most active early-stage investors, investing in 2 to 3 startups per week throughout the world. Over the past 5 years, Kima Ventures has invested in over 400 startups in 24 different countries, providing founders not only with funding, but with a network and the support needed to help them reach the next steps on their journey.

Headquartered in Paris with an office in London, Kima Ventures was founded and backed by Xavier Niel, founder of Iliad and supporter of entrepreneurs through such projects as 42, Station F, and 101projets.

Avolta Partners

Founded in 2012, Avolta Partners provides independent M&A and corporate finance advice to high-growth, innovative, and leading companies in Europe. With offices in Paris, London, Brussels and Lisbon, Avolta Partners advises high-growth companies at every stage of their development, from Series A to Exit. Avolta Partners already closed more than 40 high-level transactions in the High-Tech industry.
Dentsu Consulting
Dentsu Consulting is a global strategy and communication consultancy with 5,000 employees in over 19 countries. Dentsu generates new value for people and society through the Dentsu Way of doing business across global markets, its holistic Integrated Communication Design approach, and Good Innovation – a unique blend of ideas, technology and entrepreneurship. As a part of Dentsu Aegis Network Group, Dentsu Consulting is dedicated to C-Suite executives with a strong focus on digital innovation, people and culture shift. In 2017, Dentsu Consulting helped raise €740 million for start-ups.

Cohen & Gresser
Cohen & Gresser is an international law firm with offices in New York, Paris, London, Seoul, and Washington, D.C. Founded in 2002, the firm represents clients in complex litigation, investigations, and corporate transactions throughout the world. Operating through seven practice areas: Litigation and Alternative Dispute Resolution, Intellectual Property and Technology, Privacy and Data Security, White Collar Defense, Corporate, Tax, and Employment Law, the firm has been recognized in a wide range of trade publications, including Chambers, Legal 500, and Benchmark Litigation.

Paymium
Founded by Pierre Noizat and Gonzague Grandval, Paymium is the first European platform for the purchase and exchange of bitcoins against euros, offering a service fully in accordance with European regulations and certified by external auditors. Paymium makes it possible to keep bitcoins in fully-secured environment, swap them for euros and transfer them to other media anywhere in the world. Paymium also offers a trading interface for its most advanced users. Currently, Paymium has 170,000 registered on its marketplace.
7. **Blockchain.io Token Sale**

Paymium intends to create a cryptocurrency exchange called Blockchain.io (hereinafter “Blockchain.io” or the “Exchange”). The Exchange is to be funded in part through a Public Token Sale (hereinafter the “Token Sale”) during which registered participants (hereinafter the “Participants”) will buy BCIO tokens (hereinafter the “BCIO Token” or the “Token”).

Please note that the following solely represent the terms of the Token Sale as proposed at this time by Paymium and does not constitute in any way a binding agreement or proposal. Token Sale terms may change at any time between the moment you receive this document and the moment you take part in the Token Sale.

**BCIO Token Use**

BCIO Tokens are utility coins, which are designed to provide a smooth and secure experience to cryptocurrency traders and users on the Exchange (hereinafter each “User”). They are designed to promote and incentivize platform use and to foster liquidity on the Exchange. BCIO Tokens will be held in a wallet (hereinafter the “Wallet”) on the Exchange. Each User will hold a certain quantity of Tokens in order to use certain services as determined by Paymium from time to time (hereinafter the “Services”) and to perform operations on the Exchange (hereinafter the “Transactions”).
Tokens may be used in several ways on the Exchange:

**Fees**

Users have the choice to pay any platform fees (trading, borrowing, transfers, token listing, initial coin offerings, etc.) either in BCIO Tokens or in other cryptocurrencies. All Services and Transaction fees paid in BCIO Tokens or cryptocurrencies are automatically deducted from the User’s corresponding Wallet, once the Service or the Transaction is executed. If the User does not hold the required number of tokens or coins, the Service will not be provided or the Transaction will not be executed. All Exchange trades are subject to trading fees with the exception for BCIO Tokens ‘long’ trades.

**Discounted Trading**

Platform fees paid in BCIO Tokens are subject to discounts. Fees will be discounted in various ways. Some will depend on the size of the BCIO Tokens balance held on a User Exchange Wallet. Discount sizes will be determined according to the tier associated to the size of the BCIO Tokens balance. Discount percentages associated with each tier will be decided by Paymium management after the Token Sale following a global survey of BCIO Token holders.

Below is an example of the discount mechanism. Discount percentages are detailed for illustrative purposes only.

Discount percentage for illustrative purposes only
Subject to a global survey of BCIO Token holders following the Token Sale
Survey Participation Rights

Blockchain.io intends to foster a vibrant community. As such, Blockchain.io will regularly organize surveys and polls regarding the introduction of new features or the listing of third party tokens. These improvements suggestions will be submitted to the community of BCIO Token holders for consultation purposes. Token holders will thus be able to contribute to Blockchain.io’s roadmap. Each User’s voting rights and weight will be proportionate to the number of Tokens held in the User’s Exchange Wallet at the time of the vote. Paymium will retain the right to decide any issue irrespective of the results of any vote.

Loyalty & Rewards

BCIO Tokens will be used to incentivize Exchange usage and reward external developers, as well as existing Paymium users and early Blockchain.io adopters and supporters.

BCIO Token Distribution

Paymium currently intends to create 100 million BCIO Tokens (ERC20) of which 55 million (55%) are offered for sale through various successive sale phases. The remaining 45 million will be distributed as follows:

- 16% to the BCIO team members;
- 4% to advisors;
- 10% will be reserved for marketing and ecosystem; and
- 15% will be placed in the Token inventory.
Use of Proceeds

Funds raised during the Token Sale will be used as follows:

- 40% will be allocated to marketing, incentives and development programs to create an extensive user base;
- 25% will be used for operational expenses, including Liquidity Services and the implementation of high-quality 24/7/365 customer support platforms;
- 25% will be allocated to platform design and features development (high performance order matching, trading, decentralized settlement, lending, etc); and
- 10% will cover other expenses such as legal or administrative.
BCIO Token Sale Roadmap

The Token Sale period will begin on September 27, 2018 and will end:

(i) on October 25, 2018; or

(ii) at any time before October 25, 2018, when the Hard Cap is reached.

It is contemplated that Tokens distribution will start in December 2018.

Token Sale Terms

Hard Cap

Cap of amounts raised through the sale of Tokens is set at 20 million euros.

Token Supply

Paymium will emit 100 million ERC20 Tokens with the BCIO symbol.

Token Reference Price

During the Token Sale, each Token will cost the equivalent of 0.70 euros in either Bitcoin or Ether at the date of purchase (the conversion rate will be calculated based on the exchange rate published on the website “coinmarketcap.com”).

Accepted Currencies

Only Bitcoin and Ether will be accepted in exchange for BCIO Tokens.

Minimum and Maximum Buy-in

The minimum buy-in to participate in the Token Sale is 100 euros.
The maximum buy-in to participate in the Token Sale is 500,000 euros.
Bonu$s Scheme
Participants will be incentivized with Token bonuses, which will be granted as follow:
• Day 1 - Token Sale opens with 25% bonus;
• Week 1 - Bonus decreases to 15%;
• Week 2 - Bonus decreases to 10%;
• Week 3 - Bonus decreases to 5%;
• Week 4 - No bonus.

Vestin@g Periods
Tokens that are distributed to founders and advisors will be subjected to vesting periods, as described below:
• For team members: the vesting period will be of two years, with six months cliffs (i.e.: 25% of founders’ Tokens will mature each 6 months);
• For advisors: the vesting period will be of one year, with three months cliffs (i.e.: 25% of advisors’ Token will mature each 3 months).

Unsold Tokens
At the end of the Token Sale, unsold Tokens will be burnt.
Annexes

► Annex 1 — Relationship Between Blockchain.io & Paymium

The existing Paymium platform will provide blockchain.io users with a preferred gateway to fiat currency networks.

• Blockchain.io will be strictly a cryptocurrency exchange (no fiat money).
• Investors with fiat will have a privileged access to blockchain.io via Paymium where they may trade their fiat for bitcoins, ethers, or BCIO tokens.
• Paymium's community members may, if they so wish, become Blockchain.io community members and will be incentivized to do this.
• Paymium role as a fiat exchange is to offer Blockchain.io customers a gateway to fiat currency networks (EURO, and in the coming year USD, GBP, JPY and others).
• Blockchain.io will accept supported crypto coins/tokens deposits from all platforms and wallets (including of course the Paymium wallet).
• Blockchain.io will enable Paymium and international traders to access the cryptocurrency ecosystems and the internet of value in all forms as technology evolves.
• All transfers of coins/tokens between Paymium & Blockchain.io will be free of charge (no withdrawal fees).
Annex 2 — Glossary

Altcoin
Cryptocurrency alternatives to Bitcoin which generally use a variant (fork) of Bitcoin’s original underlying code.

Atomic swaps
Atomic swaps use HTLC to ensure cross-chain trading, i.e. the exchange of one cryptocurrency to another cryptocurrency, without the need to trust a third-party or counterparty.

Coin vs token
“Coin” generally refers to cryptocurrencies fueling their own blockchain variation, such as Bitcoin, Ether, or Litecoin. Token refers to cryptocurrencies based on blockchain standards such as Ethereum’s ERC-20 or Waves. Tokens are often smart contracts with wider functionalities than the sheer exchange of value.

Custodial cryptocurrency exchange
A custodial exchange/custodian exchange does not only allow users to buy and sell cryptocurrencies, it also takes custody of its users’ cryptocurrency funds.

DAG
Directed Acyclic Graph cryptocurrencies are non-blockchain decentralized payment network technologies in which each new transaction confirms one or more previous transactions.

Decentralized vs Distributed
Distributed, as in distributed ledger technology (DLT) refers to the fact that many systems collaborate to the processing of an application. Decentralized means absence of a central point of control.

DDoS
Distributed Denial of Service attack.

Fair-exchange
A fair exchange protocol guarantees that if two people trade with each other, in the end either each of them obtains what he wants, or neither of them does.
Hash time-locked contracts
Hash time-locked contracts (HTLCs) ensure that the atomic swap process is trustless by requiring a cryptographic proof of payment and payment receipt prior to a deadline after which the payment is cancelled.

Off-chain vs on-chain
An off-chain transaction moves value out of the blockchain. An on-chain transaction is validated on the blockchain.

Payment channels
Payment channels aim to solve the POW blockchain scalability issues by allowing users to make a nearly unlimited number of transactions between channel participants while committing to the blockchain only the initial and final transactions.

POS, POW, POB
Proof-of-Stake, Proof-of-Work and Proof-of-Burn are examples of algorithms designed to achieve consensus in a decentralized, "trustless" blockchain network. POS chooses the transactions’ (block) validator through a random selection based on something he owns (the stake). POW requires the validator to compete for solving cryptographic puzzles (mining). POB requires the validator to ‘burn’ some coins by sending them to a verifiable unspendable address.

Token
Cryptocurrencies representing an asset or a utility through smart contracts implemented on a blockchain such as Ether’s or Waves’.

Trustless
A blockchain-based, decentralized transaction system is called “trustless” because cryptographic protocols validate transactions without the need for a trusted third-party or trusted counterparty.
Annex 3 — Token Sale Terms & Conditions

Advance Disclaimer:

Paymium (as defined hereinafter) is launching a new cryptocurrency exchange (the "Exchange" as defined hereinafter) project, called "Blockchain.io" (BCIO), which gives rise to the issuance and sale of certain tokens (each a “Token”) to Participants (as defined hereinafter) through a Token Sale (as defined hereinafter) governed by these Token Sale terms and conditions (hereinafter the “Agreement”).

The Token Sale presented by Paymium poses several risks to Tokens buyers, in particular that of losing all amounts traded for Tokens.

Only those who are fully aware of, and agree to these risks should participate in the Token Sale.

Note also that the Token Sale excludes certain groups of people such as persons that are (i) not Participants or (ii) “U.S. Persons” (as defined hereinafter) unless the U.S. Persons are Accredited Investors (as defined hereinafter).

Neither the Autorité des Marchés Financiers, nor the U.S. Securities and Exchange Commission has approved the Token Sale or this document. Any representation to the contrary is unlawful.

Neither the Token Sale nor any related document constitutes an offer to sell, or the solicitation of an offer to buy, Tokens in any jurisdiction where it is unlawful to make such offer or solicitation.

Participant has carefully reviewed the agreement governing the sale of Tokens detailed in this Agreement as well as the Whitepaper and the Token Description, fully understands and acknowledges the risks outlined herein and therein and all risks inherent to a business venture, understands that Paymium may change the terms and conditions of use of the Tokens from time to time at its own discretion and has decided to take part in the Token Sale and to purchase Tokens in accordance with this Agreement.

Now therefore, the Parties agree as follows:
1. DEFINITIONS

In this Agreement, references to the following words shall have the meanings set out below:

“Accredited Investor” means a person whose status as an accredited investor (as defined in Rule 501(a) of the U.S. Securities Act) has been verified pursuant to the procedures referred to in Section 3.6.

“Advisors” mean the parties advising the Team Members with the Exchange’s launch.

“Agreement” means these Token Sale terms and conditions, which includes by reference the Whitepaper, the Token Description, and the Exchange registration procedure.

“Bitcoin” means the Cryptocurrency token coin of the Bitcoin blockchain.

“Cryptocurrency” means digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency.

“Effective Date” means the date on which Participant agrees to purchase Tokens defined in the Agreement.

“Ether” means a Cryptocurrency token coin of the Ethereum Blockchain.

“Exchange” means the Cryptocurrency exchange platform and service operated by Paymium and where Transactions are completed.

“Hard Cap” means the cap of amounts raised through the sale of Tokens, set by Paymium, at the date of the Agreement at 20 million euros. The Hard Cap may be amended by Paymium at any time. The Hard Cap will be calculated by Paymium at the end of the last Token sale round, using the exchange rate then published on the website “coinmarketcap.com”.

“Intellectual Property Rights” means any patents, rights to inventions, authorship rights, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and
all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Issuance Date” means the date at which Paymium, in its sole discretion, decides to issue and distribute the Tokens.

“Participant” means the Paymium selected person or entity who meets the conditions laid out in Articles 3, 4 and 5 and participates in the Token Sale.

“Participation” means the payment in Bitcoin or Ether by Participant to Paymium in exchange for issuance of Tokens during the Token Sale in accordance with this Agreement.

“Party” means Paymium or Participant each referred to individually as a “Party”, or all together as the “Parties”.

“Paymium” means the company located 73 rue du Château, 92100 Boulogne-Billancourt, registered under the number 533 264 800 at the Nanterre Trade and Companies registry or any Paymium affiliate assignee of Paymium. Paymium expressly reserves the discretionary right to transfer and assign at any time subject to a simple notice all its rights and obligations deriving from this Agreement to any affiliated company controlling, controlled by, or under common control with Paymium (the term “control” having the meaning defined at article L233-3 of the Commercial code), which the Participant unreservedly acknowledges and accepts. In this Agreement, any reference to “Paymium” shall be deemed to mean “Paymium or its assignee”.

“Privacy Policy” means the policy outlining how Participant's personal data is processed by Paymium to which Participant has agreed to and which can be found at https://blockchain.io/wp-content/uploads/2018/02/Blockchainio_PrivacyPolicy.pdf.

“Token Sale” means the sale of Tokens in order to fund the development of the Exchange.

“Service” means any service offered on the Exchange as determined by Paymium from time to time.

“Team Members” mean the individuals who are members of Paymium's team and some other significant investors in Paymium.

“Token” means the ERC20 Cryptocurrency token issued by Paymium on the Etherum Blockchain, as sold to Participants during and through the Token Sale and any
ulterior offering and which are intended to be used on the Exchange in the course of, and as consideration for Service.

“Token Inventory” means the reserve of Tokens maintained by Paymium for the provision of certain Services.

“Token Terms” means the description of the Token, available in the Part 7 of the present document.

“Transaction” means any Cryptocurrency exchange operation performed by a User on the Exchange.

“U.S. Person” means any of the following: (a) any natural person resident in the United States; (b) any partnership or corporation organized or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a U.S. Person; (d) any trust of which any trustee is a U.S. Person; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (g) any discretionary account or similar account (other than an estate or a trust) held by a dealer or fiduciary organized, incorporated, or (if an individual) resident in the United States; or (h) any partnership or corporation organized or incorporated under the laws of jurisdiction other than the United States, if it is formed by a U.S. Person principally for the purpose of investing in securities that are not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the U.S. Securities Act).

“U.S. Securities Act” means the Securities Act of 1933, as amended, under U.S. law.

“User” means a user of the Exchange which has validly been registered as such on the Exchange by Paymium.

“Wallet” means an Ether compatible electronic wallet used for the storage of Tokens.

“Whitepaper” means the present document describing the Exchange project that Paymium is developing.

2. AGREEMENT ACCEPTANCE

The purchase of Tokens by Participant during the Token Sale is subject to the Token Sale terms and conditions detailed in this Agreement.
By submitting a Participation and purchasing Tokens during the Token Sale, Participant hereby accepts to be bound by this Agreement and the Privacy Policy documents, which Participant acknowledges having read, understood and unreservedly accepted.

3. TOKEN SALE CONDITIONS

Participant needs to fulfill all the eligibility conditions set pursuant to Articles 4 and 5.

Amounts collected during the Token Sale will be used by Paymium for the development, setup, and promotion of the Exchange and the financing of the Exchange activities and Services.

3.1. Token Sale duration

The Token Sale period will begin on September 27, 2018 and will end:

(i) on October 25, 2018; or

(ii) at any time before October 25, 2018, when the Hard Cap is reached.

3.2. Tokens issuance

100 million ERC20 Tokens with the BCIO symbol will be created, of which 55 million (55%) are for sale.

The remaining 45 million will be distributed by Paymium as follow:
• 16% to the BCIO Team Members;
• 4% to Advisors;
• 10% will be reserved for Marketing and Ecosystem partnerships; and
• 15% will be placed in the Token Inventory.

After the end of the Token Sale unsold Tokens will be burnt (i.e.: cancelled).

The Tokens will be issued on the Issuance Date.
3.3. Participation conditions

The Participant needs to fulfill all the eligibility conditions pursuant to Articles 4 and 5. The Participant must own a Wallet.

Within the framework of the Token Sale, the Token will cost the equivalent of zero point seventy (0.70) Euros payable in either Bitcoin or Ether on the date of purchase (the conversion rate will be calculated based on the exchange rate then published on the website “coinmarketcap.com”).

Bitcoin, Ether, fiat currencies and any other crypto-currency that has been agreed in writing with Paymium will be accepted as consideration for Tokens but the Participation will be converted and paid in Bitcoin or Ether.

The minimum buy-in to participate in the Token Sale is the equivalent of one hundred (100) euros. The maximum buy-in to participate in the Token Sale is the equivalent of five hundred thousand (500,000) euros.

Participant understands and agrees that the Euro/Bitcoin and Euro/Ether exchange rate may vary between the moment when the Participation order is made and accepted and that of the validation of the Token sale transaction pursuant to this Agreement.

3.4. Purchase of Token

The Participant must register with Paymium through the link made available on Blockchain.io.

Paymium will proceed with the verifications detailed in Article 3.5. Paymium reserves the right to postpone Participant acceptance in order to perform additional verifications where necessary based on legal or regulatory constraints or Paymium policies.

If Paymium considers that those verifications do not reveal any risk, Paymium will authorize Participant’s to transfer its Participation to Paymium.

In order to participate to the Token Sale, Participant must select the Cryptocurrency used for the transaction (Bitcoin or Ether), enter the amount of Tokens she/he wishes to purchase, accept the terms of this Agreement online and click on “Contribute”.

Paymium will then deliver a private and unique URL address (or provide its banking details to Participant) to which the funds must be transferred within sixty (60)
minutes.

Participation is solely effective upon validation of the receipt of the funds by Paymium. Participant acknowledges that Paymium reserves the right to not validate the Participation for technical, legal or security reasons. Participant understands that the exact time of such validation cannot be guaranteed due to block time delay on blockchains.

Paymium will regularly check the amount of Bitcoin or Ether received on Participant assigned addresses. When its Participation has been validated on the blockchain, Participant will receive a confirmation email from Paymium confirming the Participation receipt. The email will detail the amount of Bitcoin or Ether received and the corresponding number of Tokens acquired according to the bonus scheme and Euro/Bitcoin or Euro/Ether conversion rates obtained from “coinmarketcap.com” at the time of the purchase.

3.5. Identity verification

The Participant will need to prove their identity before being allowed to participate and provide Paymium with:

• her/his first and last names and email address; and
• a valid identity document with a photograph in JPEG format.

Where the Participant is a company, the person purchasing Tokens on its behalf will provide Paymium with:

• a valid identity document with a photograph of the legal representative of the Participant;
• the Participant’s certificate of incorporation or equivalent issued within the last three months;
• the Participant’s statutes (signed);
• the Participant’s banking information;
• a document justifying that the Participant is active;
• the first and last names and a valid identity document with a photograph of the person buying the Tokens on behalf of the Participant as well as a document showing that the person is authorized to act as a proxy for the company and to buy Tokens on its behalf;
• a valid identity document with a photograph of any shareholder who holds, directly or indirectly, more than 25% of the Participant’s shares or voting rights.

As part of this verification process, Paymium may ask Participant for additional documents.
Participant may also be required to answer certain questions or take certain legal actions in order to verify his identity or comply with applicable law.

U.S. Persons (and any other persons located in the United States at the time of any offer or sale) will need to provide information required to verify their status as Accredited Investors.

Participant represents that all information provided is complete, accurate and authentic and commits to update said information upon modification without delay.

Paymium may reject any Participant’s Participation in its absolute sole discretion and without motive.

3.6. Token bonuses

Tokens bonuses will be granted by Paymium to Participants, pursuant to the following conditions:

- Day 1 of the Token Sale – Token Sale opens with 25% bonus;
- Week 1 of the Token Sale (from Day 2 to Day 7 included) – Bonus decreases to 15%;
- Week 2 of the Token Sale (from Day 8 to Day 14 included) – Bonus decreases to 10%;
- Week 3 of the Token Sale (from Day 15 to Day 21 included) – Bonus decreases to 5%;
- Week 4 of the Token Sale (from Day 22 to end of Token Sale) – No bonus.

3.7. Token distribution

It is contemplated that the Issuance Date will be in December 2018.

Upon the launch of the Exchange, scheduled for November 2018, Participant will be able to log onto the Exchange and check their BCIO token balance on their personal account.

Tokens acquired by Accredited Investors can be used on the Exchange. Participants purchasing as Accredited Investors will be required to maintain their Tokens on their Wallet until the first anniversary of the issuance of the Token. Until such first anniversary, no sale, assignment or other transfer of their Tokens may be made by any such Accredited Investors except pursuant to a written opinion of recognized U.S. counsel addressed to Paymium and acceptable to it that such sale, assignment
or transfer may be made without registration under the U.S. Securities Act.

3.8. Refunds

By participating in the Token Sale, Participant acknowledges and agrees that all Tokens purchases are final and non-refundable, and that Paymium will not be required to provide any refund or otherwise compensate Participant in lieu of such refund.

In accordance with Article L. 221-28 2° of the French Consumer Code, the Participant who is a consumer is informed that its right of withdrawal cannot be exercised for the purchase of Tokens, which the Participant, expressly, acknowledges and accepts.

Notwithstanding the above, if Paymium decides not to go forward with the launch of the Exchange at any date before December 2018 for any or no reason, including technical, legal, regulatory, strategic, financial or other reason, Participant may receive a partial refund under the following conditions:

(i) Paymium will convert all the Cryptocurrencies collected during any Token Sale (and the subsequent Token sale phase(s), as applicable) in euros.

(ii) Paymium will then deduct all of its existing charges in relation to Tokens issuance and development and launch of the Exchange (legal, organizational, technical…) from such amounts.

(iii) If, after deduction of the charges, there is an outstanding balance, then remaining amounts will be divided amongst all participants proportionally to the number of Tokens each participant has (or should have) received.

(iv) Such refund is calculated in Euros but will be made either in Bitcoin or Ether (depending on Participant’s Cryptocurrency). The conversion rate will be calculated based on the exchange rate published on the website “coinmarketcap.com” at the date Paymium refunds Participant.

Participant acknowledges and accepts that the refund (if any) will be less than the sums paid to Paymium as Participant during the Token Sale.

3.9. Smart Contract

The Tokens are issued electronically and comply with the ERC20 smart contract standard consisting of software code, existing on the Ethereum Blockchain deployed on an address communicated at a later stage. ERC20 standard is a de facto
industry standard for tokens issued on the Ethereum Blockchain and requires certain standard functions and events to be included into the software code. All Tokens will be issued on the same date.

4. U.S. SECURITIES ACT

The Tokens have not been and will not be registered under the U.S. Securities Act, or any other law or regulation governing the offering, sale or exchange of securities in the United States or any jurisdiction.

This Token Sale is being made:

(i) in the United States or to U.S. Persons only to Participants who are Accredited Investors; and

(ii) outside of the United States, to an unlimited number of Participants who are not U.S. Persons

Participants purchasing as Accredited Investors will be required to maintain their Tokens on their Wallet until the first anniversary of the issuance of the Token. Until such first anniversary, no sale, assignment or other transfer of their Tokens may be made by any such Accredited Investors except pursuant to a written opinion of recognized U.S. counsel addressed to Paymium and acceptable to it that such sale, assignment or transfer may be made without registration under the U.S. Securities Act.

Resale of Tokens by or to U.S. Persons are subject to restrictions designed to comply with U.S. law and are further subject to the approval of Paymium in its sole discretion. Information concerning such restrictions is available from Paymium.

5. ELIGIBILITY

Failure to comply with the following stipulations may lead to the loss of Participant's account and Tokens. Paymium reserves the right to cancel Participant's Participation if Participant does not meet the following conditions.

Participant represents to have an in-depth understanding of the nature of the product it is purchasing, a firm grasp of the technologies on which the Token and the Exchange are based, and to be fully aware of all the associated risks.

Participant represents and warrants that the purchasing, selling and usage of Tokens or Cryptocurrency is not illegal in its country of citizenship or residence or tax residence, nor considered as constituting securities trading, initial public
offering or crowdfunding activities.

Owing to legal restrictions, the Token Sale is not accessible to any U.S. Persons unless the U.S. Persons are Accredited Investors.

By entering into this Agreement, Participant represents and warrants that:

(i) it has the legal capacity to do so and is considered legally capable in its country of citizenship and residence;

(ii) it has is authorized to represent the company making the Participation;

(iii) it has read and understood and accepted this Agreement,;

(iv) it is solely responsible for determining whether the acquisition of Tokens is appropriate for Participant and for seeking any tax, legal, accounting or financial advice in order to participate to the Token Sale;

(v) it is acquiring Tokens for a future use on the Exchange;

(vi) it will not use the Exchange for any illegal activity, including but not limited to money laundering and the financing of terrorism.

Should Participant purchase Tokens in violation of this Agreement or anti-money laundering, counter-terrorism financing or other regulatory requirements, such purchase shall be deemed invalid with retroactive effect and Paymium shall be entitled to immediately terminate this Agreement with Participant, deny access to the Token Sale or to the Exchange, reject delivery of Tokens and request return of all delivered Tokens, irrespective of any payment that have been made.

6. TOKEN DESCRIPTION

6.1. Token use

Participant acknowledges and accepts that purchasing Tokens during the Token Sale does not confer automatic rights of access to the Exchange and Services in the future. The Tokens may not be used before the effective implementation of the Exchange.

Tokens may be used in several ways on the Exchange, if and when such Exchange is made available by Paymium:

(i) Fees: All Exchange trades are subject to trading fees with the exception for Tokens “long” trades. Users have the choice to pay Exchange’s fees either in Tokens
or in other cryptocurrencies. All Exchange's fees paid in Tokens or cryptocurrencies are automatically deducted from the User's corresponding Wallet, once the service is executed. If the User does not hold the required number of Tokens, the service will not be provided.

(ii) Discounted trading: Exchange fees paid in Tokens are subject to discounts. Fees will be discounted in various ways. Some will depend on the size of the Tokens balance held on a User's Wallet. Discount sizes will be determined according to the tier associated to the size of the Tokens balance on the Wallet at the time of transaction. Discount percentages associated with each tier will be decided by Paymium management after the Token Sale following a global survey of Users.

(iii) Survey participating rights: Paymium may, at its own discretion, organize surveys and polls regarding potential new features or functions of the Exchange, improvements, or the listing of new tokens and submit it to the community of Token holders for consultation purposes. Token holders may thus be able to influence the Exchange's roadmap. The User voting rights will be proportionate to the amount of Tokens held in the User's Wallet at the time of the vote.

Participant acknowledges that such survey participating rights does not require Paymium to consult Users, to submit any survey or to take Users' vote into account. Participant will not have any might to influence on the development or governance of Paymium, the Exchange or the Services, but Paymium will endeavor to take into account Participant's opinions and suggestions in relation to same.

(iv) Loyalty rewards: Tokens will be used to incentivize Exchange usage and reward external developers, as well as existing Paymium Users and early Exchange adopters and supporters.

(v) Development Council: Paymium may, in its absolute discretion, set up a Blockchain.io Development Council in order to survey the market for potential ICO and tokens listings or trade, analyse such potential tokens susceptible to be listed on the Exchange, and make a recommendation to Paymium regarding the analysis of the underlying technology and business of such tokens and the opportunity to allow operations on the same on the Exchange. Certain Tokens holders may, under conditions defined and adapted from time to time by Paymium in its absolute discretion, have a seat on the Development Council.

Paymium determines the rights and attributes of the Tokens and may change those unilaterally at any time subject to reasonable notice to all Users at that time. Such changes will be reflected in the terms of use of the Exchange.

Paymium can decide to discontinue the Tokens at any time subject to reasonable
notice to all Users at that time. Participant acknowledges that such discontinuation will not result in any refund or compensation of or indemnification any kind, subject to the provision of Article 3.8, which would constitute Participant’s sole and exclusive remedy in that case.

### 6.2. Token limitations

Participant acknowledges that it is fully aware and unreservedly accepts that:

- a Token does not represent an investment in a security or a financial instrument within the meaning of EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 relating to markets in financial instruments;

- a Token confers no direct or indirect right to Paymium’s capital or income, nor does it confer any governance right within Paymium;

- a Token is neither proof of ownership nor a right of control: control over a Token does not grant the controlling individual any right or interest on asset or share in Paymium, or in the Exchange;

- a Token does not grant any right to participate in Paymium’s management or decision making;

- a Token does not give any right of participating in the Exchange management;

- a Token is not an electronic currency within the meaning of EU Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions: Tokens are not accepted (and have no use) outside the Exchange and a Token does not have a fixed exchange value equal to the amount delivered at the time of its issuance;

- a Token is not a payment service within the meaning of EU Directive (2007/64/EC) of 13 November 2007 relating to payment services in the internal market, nor within the meaning of the (EU) Directive relating to payment services 2 (DSP 2) n° 2015/2366 of the European Parliament and of the Council of 25 November 2015: the Token Sale does not involve the purchase/sale of Cryptocurrencies and not the Services of the Exchange do not consist in receiving fiat currencies against the delivery of Cryptocurrencies or vice-versa;

- a Token is not money (a fiat currency) and the Token Sale will not involve issuance of any fiat currency; and
there is no guarantee of the future use or value or usability or tradability of the Tokens.

7. TAXES

Participant acknowledges, understands and agrees that the acquisition of Tokens may have tax consequences which vary depending on jurisdictions. Participant is responsible for ensuring compliance with his tax obligations and shall declare, bear and pay all such taxes, duties, imposts, levies, tariffs and surcharges as may be imposed by applicable laws and regulations.

Participant acknowledges and agrees that Paymium waives all liability or responsibility with respect to tax consequences to Participant, who hereby agrees to fully indemnify, defend and hold Paymium harmless from all claims, demands, damages, awards, fines, costs, expenses and liability associated with the foregoing obligations or otherwise with respect to all claims, demands or allegations of tax associated with this Agreement, Token Sale Participation, Tokens or Token usage.

8. PARTICIPANT OBLIGATIONS

Participant undertakes:

- not to use the Exchange, the Tokens or the Services to participate in fraudulent or illicit activities;

- to comply with and respect all applicable laws, including anti-money laundering and counter terrorism laws;

- to maintain her/his account and password to access the Exchange completely confidential and to never communicate the same to a third party.

The use of Tokens may be subject to international export controls and economic sanctions requirements or constraints. By acquiring Tokens, Participant represents and warrants their acquisition and use are compliant with such requirements.

9. RISKS

By participating in the Token Sale, Participant acknowledges that it accepts all the risks outlined in the Agreement and in particular the risks identified below:
9.1. Forward-looking statements

This Agreement, the Exchange or related content may include forward-looking statements which are subject to inherent risks and uncertainty.

Such presentation and predictions are based on assumptions and estimates, and describe only the future plans, strategies and expectations of Paymium. Paymium, its employees, or the persons referred to in this Agreement, the Exchange or elsewhere, or the various Advisors involved in their preparation, make no representation or warranty, express or implied, as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.

Participant is cautioned not to place undue reliance on forward-looking statements.

9.2. Risk of loss of credentials

Participant understands and accepts that the loss, unauthorized access, theft or destruction of its Wallet, credentials or private keys may result in the unrecoverable and permanent loss of the Tokens associated with the applicable account, and that neither Paymium, nor anyone else will be able to access the related Tokens.

Participant hereby acknowledges that such loss may be incurred by errors or malfunctions of the Exchange or Wallet resulting from technology errors or systems malfunction as well as from actions taken or omitted by Participant, including but not limited to its own failure to properly maintain or use such Wallet, to provide the correct Wallet address or to provide a compatible Wallet.

Participant acknowledges and agrees that such risks may lead to the loss of Tokens and accepts that Paymium will have no liability whatsoever in relation thereto.

9.3. Risk in relation to the experimental nature of the Ethereum Blockchain

The Token is based on Ethereum protocols. Malfunctions, breakdowns, forking or abandonments of the said protocols may have a material effect on the Tokens, and Participant acknowledges that Paymium is not responsible for any such incident or event.

The mining system of the Ethereum Blockchain may be subjected to attacks, including but not limited to double-spend attacks, majority mining power attacks, selfish-mining attacks and race condition attacks. Participant understands and agrees Participant may be unable to recover Tokens related amounts at
a reasonable price or at all, and Paymium shall bear no responsibility for such cybercriminal acts.

Participant acknowledges and agrees that such risks may lead to the loss of Tokens and accepts that Paymium will have no liability whatsoever in relation thereto.

9.4. Legal Risks

Cryptocurrencies are being currently regulated. Some jurisdictions may apply existing regulations on Cryptocurrencies or introduce new blockchain-technology-based ones, which will impact the use and/or value of Tokens.

Participant understands that Paymium may receive queries, notices, requests or rulings, in particular from a regulatory authority, or may be required to suspend or discontinue the sale or use of Tokens.

Participant understands and agrees such regulations may impact, limit or impede the ability of Paymium to conduct business or offer the Services or make the Exchange available to Users, and that such regulations may result in a local, partial or total cessation of activity. Such decision is at the sole discretion of Paymium and Paymium shall not incur any liability of any kind because of it.

Participant acknowledges that the acquisition of Tokens does not confer any governance right with respect to Paymium and its Exchange. All decisions involving Paymium, the Exchange and Tokens is made by Paymium at its sole discretion, including but not limited to decisions to discontinue the sale of Tokens, or to sell or liquidate Paymium. Participant acknowledges such decisions could adversely affect the Exchange and the utility or value of the Tokens.

There is no right to information concerning Paymium, the Tokens or the Exchange. The Tokens are not legal tender and are not backed by any asset.

Given the lack of Cryptocurrency qualifications in most countries, each Participant is solely responsible to carry out a legal and tax analysis concerning the purchase and ownership of Tokens according to their nationality and place of residence, fiscal residence, etc.

9.5. Non-release, software and technical risks

The Exchange features are currently under development and may undergo significant changes prior to its launch (for technical, financial, commercial, marketing, legal, regulatory or other reasons). Participant understands the final Exchange may not be delivered within the currently contemplated schedule, may not be completed or deployed at all, or may undergo significant changes, to the extent that the
result may not meet Participant expectations. Participant hereby acknowledges the early development and unproven stage of the Exchange project and that there is an inherent risk that the software, technologies or related businesses could be unfit for their intended purpose or fail to provide any value.

Participant expectations concerning the Exchange or the Tokens may not be met on the launch date or at any time thereafter.

9.6. Value of Tokens

Capital and Cryptocurrencies invested in the Token Sale are not guaranteed. Investing in Tokens entails a significant capital risk, which Participant acknowledges and accepts.

The value of Tokens is subject to fluctuations, due to market forces and a varying balance of supply and demand.

Participant understands and agrees that the value of the Token may increase or decrease at any time after their purchase. Participant further understands that Token liquidity may be markedly different depending on the considered jurisdiction. Paymium is not responsible for such fluctuations and will not be held liable for any loss incurred owing to such volatility or default of liquidity.

There can be no assurance that a market for the Tokens will develop, or exist in time, either on the Exchange or elsewhere, which Participant accepts.

9.7. Unforeseen risks

Cryptocurrencies and cryptographic tokens are a new, untested technology. In addition to the risks mentioned above, there are other risks that Paymium cannot identify or predict and Participant should make its own enquiries, research and analysis thereof. Risks may also occur as unanticipated combinations or as changes in the risks stipulated herein.

10. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, Paymium makes no warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, non-infringement and fitness for a particular purpose regarding Paymium, Tokens, or the Exchange. Paymium does not guarantee continuous, uninterrupted, error-free or secure access to any part of the Exchange or Services.
11. INTELLECTUAL PROPERTY

Paymium owns and retains all Intellectual Property Rights, interest and title to the full extent and without limitation in the Exchange, the Tokens, the Services provided and all elements thereof. Participant may not copy, imitate, modify, alter, amend or use any of such content subject to Intellectual Property Rights protection without the prior written consent of Paymium.

Paymium owns exclusive rights in all feedback, suggestions, ideas, or other relevant information or materials regarding Paymium or, the Tokens or the Services, as may be provided by Participant, whether by email or otherwise (hereinafter “Feedback”). Such Feedback is the sole property of Paymium, which is entitled to the unrestricted use and dissemination of such Feedback without acknowledgement or compensation to Participant, who hereby waives all rights in the Feedback.

Paymium reserves its right to disclose a Participant's identity to any third party who claims such content is infringing his own Intellectual Property Rights, or his right to privacy. Paymium reserves the right to remove any Feedback. Participant agrees to be referenced by name on any marketing documents or website published by Paymium and relating to the Token Sale and/or the Exchange. Participant thus authorizes Paymium to use its trademark(s) on any marketing documents or website published by Paymium and relating to the Token Sale and/or the Exchange. Paymium retains such right for five (5) years after the end of the Agreement.

12. LIABILITY

Participant hereby acknowledges participation in the Token Sale, purchasing and using Tokens involves risks and Participant may not and shall not hold Paymium accountable for risk, which Participant has duly assessed, not for any gains or losses incurred.

Participant understands and agrees that Paymium shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any change of value or usability of the Token. Participant understands and agrees that Paymium does not guarantee in any way that the Token might be resold, sold, traded, or transferred during or after the Token Sale.

By participating in the Token Sale, purchasing or using Tokens, and to the fullest extent permitted by applicable law, Participant waives all claims and agrees that Paymium shall not be held liable for any indirect loss, including but not limited to indirect, special, incidental, consequential or tort damages, as well as loss of Token, Cryptocurrencies, data, profits, turnover, savings or business, arising out of, or in
any way connected to, the participation of Participant to the Token Sale or the purchase or use of Tokens.

13. TERM AND TERMINATION

13.1. Term

The Agreement shall apply on the Effective Date and continue until Issuance Date, unless terminated earlier in accordance with the terms provided hereunder.

13.2. Termination

In the event of a breach by one of the Parties of any of its obligations hereunder which is not cured within thirty (30) days of the notification of the breach by registered letter with acknowledgment of receipt sent by the other Party, the other Party may terminate the Agreement automatically and without legal intervention, by sending a registered letter with acknowledgment of receipt.

The Agreement may further be terminated by Paymium immediately and without prior notice for any of the following reasons:

(i) in the event of cancellation of Participant's account for fraud, default in regulatory compliance or other misconduct;

(ii) in the event Participant misrepresented its identity or status in order to participate in the Token Sale;

(iii) in the event Participant did not or does not abide by anti-money laundering and counterterrorism laws;

(iv) in the event Paymium withdraws all the Tokens from circulation;

(v) where Paymium chooses to end the Token Sale before the time of the Token issuance.

Upon Agreement termination, Participant's account will be closed and all Tokens will be withdrawn from its Wallet. Participant undertakes to not use the Tokens after the notification of Tokens withdrawal takes effect.
13.3. Survival

The Parties agree that all clauses which must survive the expiration or termination of the Agreement, for any reason whatsoever, and in particular Articles 7, 10, 12, 13, 14 and 16 will survive the term of the Agreement or any termination.

14. FORCE MAJEURE

Force majeure events shall excuse the affected party (hereinafter the “Non-Performing Party”) from its obligations under this Agreement so long as the event and its effects continue. Force majeure events include without limitation the events so qualified by laws and courts, as well as acts of God, natural disasters, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of government or regulatory authorities.

As soon as possible, the Non-Performing Party shall notify the other party of (i) its best reasonable assessment of the nature and duration of the force majeure event, and (ii) the steps it is taking to mitigate its effects. If the force majeure events prevents performance for more than thirty (30) consecutive days, and the Parties have not agreed upon a revised basis for performance, then either Party may immediately terminate the Agreement upon written notice.

15. CONSUMER

Where the Participant is considered a consumer under applicable law, Articles 12 and 17 of this Agreement will not be applicable and relevant provisions of any applicable law and regulations shall apply instead.

In case of a dispute, pursuant to Article L. 611-2 of the French Consumer Code, the Participant will be able to file a complaint with the French Consumer Ombudsman.

In accordance with Article L. 221-28 2° of the French Consumer Code, the Participant who is a consumer is informed that its right of withdrawal cannot be exercised for the purchase of Tokens, which the Participant, expressly, acknowledges and accepts.
16. MISCELLANEOUS

16.1. Confidentiality

The Parties undertake to:

(i) keep the other Party’s Confidential Information strictly confidential;

(ii) not use, reproduce or record in any medium or form any of the other’s Confidential Information except when strictly necessary for the performance of this Agreement;

(iii) not disclose any Confidential Information to any third party.

Each of the Parties must strictly limit access to Confidential Information to its directors, employees and professional advisors (and in the case of the Supplier, to duly authorized contractors, subcontractors and representatives) who require the information to appropriately perform this Agreement.

Each of the Parties must make reasonable efforts to ensure that its directors, employees and professional advisors and authorized contractors, subcontractors and representatives keep the other Party’s Confidential Information strictly confidential.

Participant undertakes to keep the conditions of this Agreement strictly confidential, in particular with regards to Token price and bonuses.

Participant acknowledges and recognizes that Paymium can share such information pertaining to Token price and bonuses with the public or with the regulator if Paymium consider such information as required to comply with Paymium legal obligations.

16.2. Notice

All notices pertaining to this Agreement will be given by e-mail (i) to the Participant at the email address he provided upon registration, and (ii) to Paymium at contact@blockchain.io.

Any notice sent by email shall be deemed received on the earlier of (a) an acknowledgement being sent or (b) forty-eight (48) hours from the time of transmission.
16.3. Waiver

No delay, neglect, forbearance or failure by Paymium in enforcing any provision of this Agreement shall constitute a waiver of such rights.

16.4. Entire agreement

This Agreement constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter (the Token Sale) and supersedes all prior or contemporaneous documents, exchanges, communications, presentations and marketing events, agreements or understandings, whether written or oral, relating to its subject-matter, and in particular the Whitepaper.

In the event of conflict between the applicable terms and policies, this Agreement will take precedence unless expressly otherwise provided herein.

The original and binding text of this Agreement is in English, and translated versions are for reference purposes only. In the event of conflict between the English original and a translated version, the English version shall control.

16.5. Severability

Where a provision of this Agreement is held to be invalid, illegal, void or unenforceable, in whole or in part, the said provision shall be deemed severable from this Agreement in a manner which does not affect, impair or invalidate the remaining provisions.

16.6. Headings

All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

16.7. Amendment

Paymium may change, amend, delete or add to this Agreement, at any time and at its sole discretion. Participants will be notified of the changes by any means available to Paymium.
16.8. Assignment

Participant may not assign or transfer any of its rights or obligations under this Agreement, especially its Tokens, notably by operation of the law or in connection with change of control or otherwise, without the prior written consent of Paymium, which will not be unreasonably withheld or delayed.

Participant may however sell and/or transfer Tokens (once issued by Paymium) as permitted by applicable laws and the terms of the Exchange (or any other relevant trading place).

Paymium may assign or transfer its rights or obligations under this Agreement, in whole or in part, without Participant’s prior notice or consent.

17. DISPUTE RESOLUTION

This Agreement, its interpretation, validity or enforcement are governed by and construed in accordance with the laws of France, excluding its conflict of laws principles. Each Party hereby submits to the exclusive jurisdiction and venue of the courts of Paris, France.

- END OF THE AGREEMENT -