

WHITE PAPER ON THE ISSUANCE OF TOKENS

for the issuance of tokens by Metaverse Factory SLU

at a nominal value of between 0.01 Euros and 0.02 Euros for each title issued in public issuance, which begins on April 1, 2022 and which ends on July 31, 2022.

Date of last update: March 31st 2022

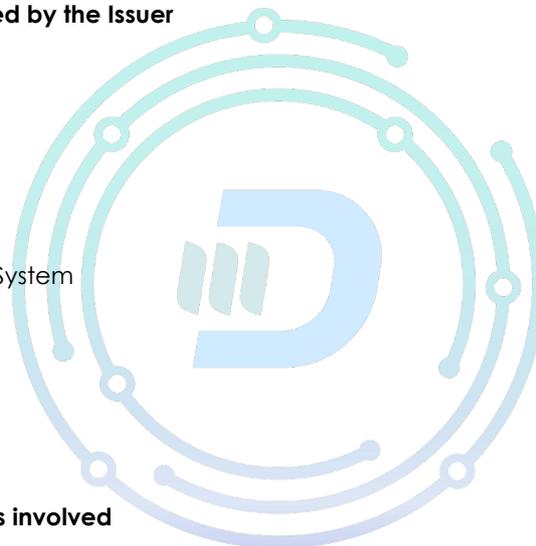
The products described in this document may be of very high risk, even loss of the entire contribution. The tokens that can be acquired will not be held in custody by entities legally authorized to provide investment services. Also, the registration technology that is planned to be used (blockchain)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

«The issuer of the crypto assets is solely responsible for the content of this White Paper on the issuance of tokens. This has not been reviewed or approved by any competent authority of any Member State of the European Union.



Index

Information General about the Issuer	4
Information Project	5
Background	5
Products and Services offered by the Issuer	7
Dream Life	7
NFTs	9
ART NFTs	10
DIGITAL PRODUCT NFTs	11
PHYSICAL NFTs	11
SERVICES NFTs	11
Dream Life Developers System	12
Dream Content	12
Dream NFTs	14
Dream Game	14
Dream Enterprise	15
Dream Bank	16
Individuals and legal entities involved	18
Reasons for Issuance	19
Object of the issue: DWIN Token	19
Description of the Token	19
Specifications	19
Use of funds and costs associated with the issuance	19
Information about the public offering of tokens	20
Private offer and public offer	20
Hard Cap	20
Soft Cap	20
Token price and sale stages	20
Target	21
Means of payment for the acquisition of the Token	21
Delivery of The Tokens	21
Token Exchange platform	21
Jurisdiction and competence	21
Token distribution	21



Information on the underlying technology	24
Technology used	24
Risks	24
Risks associated with the offer and trading	24
Risks Associated with the execution of the project and/or the Issuer	25
Risks associated with The Tokens and the technology used	25
Miscellaneous	27
General Description	27
Entry into force and modifications of the terms of the Token	27
Purpose	27
Rights and Obligations of the subscriber/buyer	28
Rights and Obligations of the issuer of the Token	29
Taxes	29
Responsibility	29
Invalidity of any provision	29
Prevention of Money Laundering	30
Data Protection	30
Subscriber/buyer service	30
Notices	30
Notice to EU/EEA residents	30
Notice to United States Residents	30
Notice to Residents of Australia	31
Notice to Residents of the Republic of China	31
Notice to Residents of Japan	31
Notice to residents of the Russian Federation	31
Notice to Residents of Switzerland	31
Notice to UK Residents	31
Notice to Residents of All Jurisdictions	32
ANNEX I - Token Subscription Agreement	32

Information General about the Issuer

Name of the Issuer	Megaverse Factory, SLU.
Registered Office	World Trade Center Barcelona. Calle Moll de Barcelona, s/n, South Building, 2nd floor, Barcelona Pier. 08039
Date of registration in the Mercantile Registry	Submitted and pending registration
CIF	B-67734269
Management Body	THE DREAM VR INC BOARD



Warning

The crypto assets or tokens subject to the issue described in this document may

- a) lose their total value or partially;*
- b) may not always be negotiable in organized markets and;*
- c) may not be liquid*
- d) may not be exchangeable for the goods or services described in this document, especially in cases of failure or interruption of the project that carries out the issue.*

Potential conflicts of interest

Any party related to the Issuer, such as majority shareholders, companies controlled by the Issuer or in which the Issuer has an interest, and any other affiliates of any kind, may enter into and continue to enter into transactions with other related entities. , which could generate conflicts of interest.

In the event of a conflict of interest between any of the Issuer's affiliates and any party related to the Issuer, this could result in the suspension of token transactions for reasons unrelated to market forces.

However, if a conflict of interest is detected, the issuer's management body will do everything possible to prioritize the interests of The Token holder before any other.

Financial history of the issuer

After 5 years developing the technology and different products, The Dream VR Inc. has sold a total of 7K experiences to date across different categories and industries.

Experiences sold

- Real Madrid
- Formula 1

- Chenoa concert
- Estopa concert
- Sara Baras
- Antonio Orozco
- Dream Originals (impossible trips)
- Dream Camping (Reality Show)

In addition, we have sold experiences to Adidas and Cofidis:

- Adidas - Real Madrid
- Cofidis - Antonio Orozco

Currently, we have started to sell the first NFT memberships for Burning Mars.

Total sales experiences and memberships 300K

150K experiences

150K NFTs

We expect to reach 3M sales through June 2022, primarily through Burning Mars NFT memberships.

Information Project

Background

THE DREAM VR Inc. is a leading platform for virtual reality experiences and 360 immersive content, with proprietary software, having acquired unique capabilities to (1) produce 360 content with techniques developed over 8 years of experience, and (2) distribute any 360 content through its own cross-platform application. This application and its player are available on (i) all mobile devices, tablets and computers; (ii) on Smart TV, Android and Apple TV; and (iii) virtual reality devices such as Oculus, Pico, among others.

The Dream VR Inc. has successfully developed, patented and tested a number of key technologies, which give the company, among other capabilities, a unique structure for the simultaneous management and distribution of 360 and VR content to millions of users through different platforms and operating systems.

The Dream VR Inc. with its competitive advantage and know-how is currently developing a new era in the implementation and expansion of cutting-edge entertainment and value technologies such as blockchain and metaverses, respectively creating immersive NTFs and its own Metaverse Dream Life with the goal of becoming a megaverse where other metaverses coexist with each other in it.

THE DREAM VR Inc. is not a start-up in the strict sense of the term, but a company with solid, proven and patented technology that is already being applied successfully in all its different lines of business. This currently puts THE DREAM VR Inc. in a very advantageous position against potential competitors seeking to develop similar projects, including global tech giants like Google and Facebook.

History

The Dream VR Inc. was born with a very clear vision and mission; to make it possible for everyone to enjoy an infinity of experiences: go to a concert, enjoy a sporting event, shows, go around the world, parachute, go bungee jumping, scuba diving, etc. Only 5% of people can physically live these experiences, either due to limited capacity, lack of time, unfavorable health or disabilities, lack of financial resources, among others. The Dream VR Inc. was born to democratize experiences through 360 & VR content so that anyone can enjoy an experience from wherever they are as if they were there.

The Dream VR Inc. makes the difference between 360 & VR content and 2D content: 2D content you watch it, 360 & VR you live it. The Dream VR Inc calls it the natural evolution of content, turning 360 & VR content into state-of-the-art interactive content and allowing us to develop unique experiences for all types of users.

The Dream VR Inc. began 6 years ago to develop the largest platform in the number of devices to distribute 360 & VR content. We have developed an App with a central server capable of broadcasting 36 & VR content internationally on:

- IOS & Android mobiles. 360
- Pc 360
- Samsung, Apple and Android TV 360
- Main VR devices such as Oculus, HTC, Pico...

The Dream VR Inc is working to expand the network of VR devices, adding in our Pico and Playstation categories.

Milestones

- Partnerships of Real Madrid and F1 at an international level for 2 years.
- Development of the first application capable of playing 360 content on Samsung Smart TV.
- Later we created "Dream Originals" as our own development and production of 3D content.
- Creators of the world's first reality show in 360 and VR "Dream Camping". We create a mold to develop Realities 360 & VR in any industry.

- Creators of the first music festival in 360 and VR. Currently, Chenoa, Estopa and Sara Baras have been released. The goal is to fill it with 60 international artists.

The founders of The Dream VR Inc have 11 years of experience in virtual reality and metaverse development. In 2011 they began to create the first shopping metaverse, a metaverse dedicated to virtual sales. Starting from a central square, the 12 most important avenues in the world were developed, commercially speaking, such as 5th Avenue in New York, Paseo de Gracia in Barcelona, Champs Elysees in Paris, among others. The idea was that while you were walking through the avenues, in addition to going shopping, you could enjoy experiences in 360 and VR, such as concerts.

The founders decided in 2016 to create a Spin off and focus on experiences, hence The Dream VR Inc. was born. Since at that time neither the market nor the technology were in the current phase of metaverses and NFTs. 10 years later the circle is closed, and with the experience gained from 10 years we have developed Dream Life. A decentralized megaverse based on real life full of experiences.

For 5 years the project has developed great expertise in the development of metaverses, making daily site visits in VR and understanding the dimensions, mobility systems, multiplayer, architecture, scalability and other technicalities necessary for the proper functioning and development of a metaverse

Dream Life has been under development for a year, a decentralized metaverse so that people can enjoy experiences in a three-dimensional and social way with their own avatars. Dream Life's goal is to be the metaverse of experiences par excellence and host other metaverses to become a megaverse.

Products and Services offered by the Issuer

Dream Life

What is it?

Dream LIFE is a decentralized metaverse hosted on the blockchain under the Ethereum protocol.

The metaverse is made up of 12 royal cities + Mars.

In each city you can enjoy more than 300 experiences housed in advertising media and exhibited in a glass gallery located in the central square of each city. There will be free and paid experiences and users will be able to access them whenever and wherever they want.

On the other hand, immersive NFTs will be developed on the same experiences, which will be housed in the city marquees as well as in an NFTs museum. Acquisitions and transactions are carried out in a Marketplace of NFTs.

How does it work?

Dream LIFE has a council of experts in the different disciplines; economics, urban planning, legal, etc. That will coordinate the regulations and ensure the proper functioning of the metaverse.

How is it?

Each city will be made up of 12 avenues, which represent a real neighborhood, and 25 parcels per avenue. There will be a total of 300 unique plots per city and 3600 total plots. All plots will have the same size, 1400m.

In order to maintain the real charm of each city and neighborhood, it will be possible to build according to the characteristics of the neighborhood in real life. For this, an urban file will be created by avenue that will mark the materials that can be used, as well as the heights allowed in each area.

More plots than those foreseen in each city will never be created, but new cities can be created, therefore, new plots.

All the properties will be auctioned in NFT format on a Dream Life Shop platform and in parallel on Opensea.io

Initially 4 types of real estate will be auctioned:

- Plots 1400m
- Entire buildings built
- Offices 1400m
- Commercial premises 1400m

In the opening of the Beta for private buyers, plots will be sold that will be delivered immediately, in addition to buildings, offices and off-plan premises that will be delivered immediately.

Any commercial, digital or real activity that is legal in real life can be carried out in the premises and offices/lofts.

Each real estate property will have its own link to access it in web format through any device so that each owner can advertise it on their social networks.

In Dream Life you will be able to live everything that we currently do in real life.

Dream Life aims to become a megaverse where many metaverses coexist with each other within it.

Mars

The most unique place in the Dream Life metaverse will be Burning Mars. A club of free creation of Art, Culture, Music and experiences where private events of all kinds will be held. 10,000 AstroBeasts will be created in NFT format as an exclusive membership pass for 10,000 people. Additionally, 100 limited deluxe edition AstroGods will be available for those who want more and better.

Burning Mars has been inspired by the values of Burning Man: freedom, community, cooperation, fantasy, passion and daring with a touch of madness.

Burning Mars becomes the most exclusive international virtual exhibition of Art, Culture, Music and Entertainment in the world. Each member will own a plot where they can create and develop an experience, sculpture, monument or any form of art they want. Each plot will have its own link and domain to easily share it on the owner's social networks and digital platforms.

Burning Mars will make its own creation program available to the owners to be able to design, create and build at their free choice.

Burning Mars will have its own gallery of NFTs so that each member who wishes can market their products or experiences.

In the case of having acquired one of the AstroGods (the Gods of Mars), the owner, in addition to the plot, will have a built house and a private spaceship. In addition, an apartment in Mars Tower: a magical space in a loft format in a building in an emblematic city within Dream Life.

Technology

Dream LIFE

The project's NFTS storage system will be under IPFS (Inter Planetary File System) technology, to provide a decentralized file system to ensure data security and privacy.

NFTs contracts will be carried out using the Polygon Network (formerly the Matic network), which allows guaranteeing instant payments, at a very low GAS, of Ether and ERC20 tokens, multi-asset cross-chain transfers, payments via atomic swaps, and fiat-enabled off-ramp payment system integration and liquidity providers.

We use our own platform Dream Life Shop and in parallel Opensea.io for the auction of immersive NFTs and Virtual Real Estate NFTs.

Transactions contracts carried out by the users will be carried out by Ethereum Network.

The metaverse and its architecture are built on the Unity Engine.

By whom has it been created?

Dream LIFE has been created by The Dream VR Inc. American company, HQ Miami, and with a subsidiary in Barcelona, Spain.

The founders of The Dream VR Inc. have 10 years of experience in VR, they started creating a metaverse in the United States 10 years ago that has currently been the inspiration to create Dream LIFE.

The Dream VR Inc. was created 5 years ago as an interactive platform for 360 & VR experiences. It has currently developed more than 300 experiences in various sectors; music, sports, fashion, gastronomy, entertainment, and Ngo's channels, among others.

NFTs

Dream LIFE Shop

All financial transactions carried out in Dream Life will be carried out through our NFT marketplace "Dream life Shop" All products or services sold, whether digital or physical products, as well as services or rentals, will be tokenized and converted to NFTs. In Dream LIFE nothing will be sold that is not in NFT format. A 5% commission will be charged on all transactions.

NFT Marketplace

- Digital Real Estate
- Art
- Dream Experience

- Digital Product
- Physical product
- Service
- Secondary
- Rentals

REAL ESTATE PROPERTY NTFs

Exactly like in real life. They will be able to buy virtual real estate in NTFs format.

PLOTS

- Speculate and put them up for sale when the metaverse is more developed
- Build a loft building with a commercial space or just a building converting these assets into new NTFs that can sell or rent

BUILDINGS

- Sell or rent

LOFTS / OFFICES

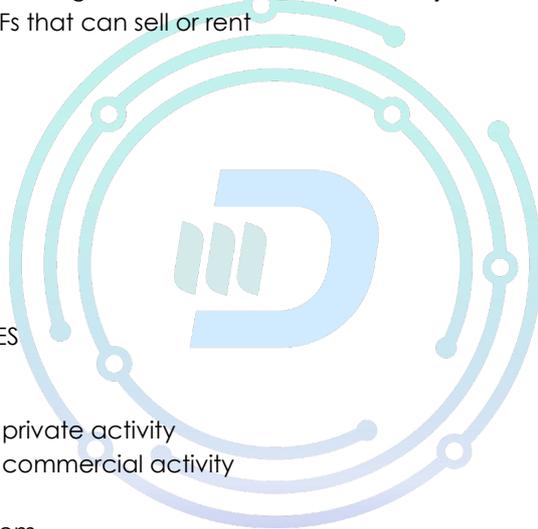
- Carry out a private activity
- Carry out a commercial activity
- Rent
- Sell them

COMMERCIAL PREMISES

- Exercise a commercial activity
- Sell
- Rent

All the works, constructions, decorations, etc., will always be done through the construction program created by Dream Life "Dream Life Factory"

*works made in FBX



ART NFTs

- NFTs Immersive DreamVR
- NFTs of art by recognized artists

DIGITAL PRODUCT NFTs

- Any type of digital product that may or may not be used in Dream LIFE; clothes for avatars, decoration for the lofts, decoration for the premises, furniture, etc.
- Digital experiences Digital
- Content

PHYSICAL NFTs

Any physical product that you want to sell in Dream LIFE will have to be in NFT format.

In other words, limited edition collections and listed products must be created, making each of them a unique and exclusive piece. Subsequently, these products may be physically shipped to the buyer.

The physical products will always be accompanied by a digital NFT that will verify the authenticity of these products and what will be hosted in the Dream LIFE shop that will act as a wallet.

SERVICES NFTs

- Digital services of any kind; marketing, consulting, legal, etc.
- Dream LIFE real estate

Transactions

You can pay with different Cryptocurrencies in addition to our own DWIN

- Bitcoin
- Ethereum
- Doge
- DWIN

Paying with DWIN can represent up to 50% discount on some products sold directly in Dream LIFE.

- Experiences / Events
- Immersive NTFs
- Real Estate Property

All financial transactions carried out in Dream LIFE will be carried out through our NTFs marketplace.

Dream Life Developers System

We will create a community of 3D developers with the launch of a call where any developer in the world who if you want to help us create the architecture of Dream LIFE, you can participate in the construction of buildings and all kinds of structures, and for that, get a payment in the form of a reward from our crypto DWIN.

In addition, a program and system will be developed so that the entire community works under the same construction standards and criteria.

The objective is to launch this call through 3D developer schools at an international level.

Dream Content

Dream Content is the division for the creation and development of Dream VR experiences.

Dream content will be in charge of the design, development, execution and distribution of the 360 & VR experiences that The Dream VR Inc. will create in all its verticals for "Dream Life" with the aim of creating a metaverse of experiences that provides great added value and project differential.

Verticals of experiences.

- Music
- Sports
- Travel
- Documentaries
- Entertainment
- Realities
- Gastronomy
- Fashion
- Foundation

- Children's

Dream Content will create a platform to tokenize experiences and content for any of its categories, in this way users will be able to become owners and co-content producers, buying The Tokens that correspond to each content.

Users will also be able to propose content and experiences that they would like Dream Content to develop on its platform.

The content and experiences offered by Dream Content, whose tokens are not 100% acquired by users, will not be developed, taking this validation process as an analysis of market demand at that time to ensure consumption success. In addition, Dream Content will offer quality content through purchase and licenses to third parties.

Currently Dream Content has already developed and produced projects in its portfolio. Some of these projects have already been launched with a satisfactory result, allowing Dream Content to create a mold at the operational level and obtain the necessary expertise to be able to scale successfully.

Dream Content Products

Dream Fest: music festival created and recorded exclusively in 360 & VR with a spatial production system developed by Dream Content.

The following have already been successfully recorded and released:

- Estopa
- Chenoa
- Sara Baras
- Antonio Orozco (release pending)
- Alejandro Sanz (release pending)
- Shakira (release pending and activation with record companies)

The goal is to record and release the Dream Fest for a total of 60 artists in the next year.

In the coming months, we plan to develop Dream Fest New Talent, a show to provide support and loudspeaker, serving as a launch pad for emerging artists.

Dream Reality Shows: Dream content has already successfully developed Dream Camping, the first 360 & VR reality show in history.

This has allowed Dream Content to create a mold for the creation and development of Reality releases in 360 & VR in any of the industries, optimizing resources and costs.

- Dream Camping
- Dream Boat Challenge

- Foodie Challenge
- Makeup Challenge
- Travel Challenge

The next reality show that we want to develop is a Show Talent of crypto and blockchain entrepreneurs "Dream Business" where they will compete to develop the best project in a month. The winning team will win 1M of the Dwin token to develop their project.

Dream Originals

With Dream Originals we have currently developed 5 unique and exclusive pieces created by computer in 3D, Pixar style.

One of them, Travel to the moon, won an award in Los Angeles together with Steven Spielberg, Robert Zemeckis and NASA among others.

- Travel to the Moon
- Atlantis
- Area 51
- Alcatraz
- Sea & Land

This has given us the expertise to develop unique and exclusive pieces about places or topics that would be impossible to visit or live in the real world, put yourself inside a painting, be at the Last Supper, etc.

Dream NFTs

Dream Content will be in charge of making the collections of immersive NFTs that will accompany each experience. Not only can the art be visualized, but the user can be part of it by immersing himself in it through virtual reality.

Dream Game

Dream Game is the Dream VR games division created to develop and launch a series of mini-games that bring life and dynamism to the Dream Life experience, making users participate and stay active and competitive constantly. They will also get great rewards for it with our tokens and NFTs.

In each city there will be cars, motorcycles, boats, planes... in a limited number. We want to develop races through the cities of Dream Life in mini game format with all these vehicles involving brands from the different vehicle divisions and making Dream Life races famous.

All users will be able to bet and watch the races, but only the owners of these vehicles in NFTs format will be able to participate in them.

The intention is to hold a minimum of one official race per month per city and per division.

Proposals:

- Ship Racing in Burning Mars

- Car Racing
- Jet ski races around the cities that have sea or ocean.
- Motorcycle Racing
- Boat Racing in the cities with seaport.
- Horse racing

In addition to racing, we will develop other types of mini games that bring value to Dream Life.

Dream Enterprise

Dream enterprise is the B2B division of Dream Life.

It is created with the aim of facilitating access to the metaverse, 360 experiences and NFTs for brands.

Brands will be a fundamental part in the development of the metaverse as sponsors of experiences and user acquisition. Representing a great source of income.

The goal is to replicate with agencies and media agencies the agreement that we currently have with MKTG as an exclusive partner, so that they can offer their clients comprehensive development within the metaverse.

In Dream Life, brands will be able to open virtual offices, open virtual stores, carry out marketing campaigns in any city and with any means, hold all kinds of virtual events, create collections of NFTs, avatars, among other actions that will be offered as the project advances.

Dream Life will also make available to brands a large pavilion (eg Madison Square Garden NT) which will be rented for days. Brands will be able to benefit from all the latest generation visual supports.

The goal is that in a quick and logistically easy way, in a matter of hours, brands can create a personalized mega event for millions of people within Dream Life.

Services for brands in Dream Life.

- Creation and design of offices and corporate headquarters
- Creation and design of stores
- Creation of personalized NFTs
- Creation of personalized avatars
- Activation of advertising campaigns in the different cities of the metaverse
- Creation of their own metaverses
- Sponsorship of experiences, concerts, sports, etc.
- Creation of their own experiences
- Sponsorship of races and games
- Sponsorship of NFT vehicles: cars, motorcycles, ships...
- Sponsorship of other types of NFTs such as Real Estate

In parallel, the expertise of The Dream VR Inc. acquired for 10 years in new technologies, metaverses and virtual reality, allows us to develop any ad hoc project for brands outside of Dream Life according to needs.

Dream Bank

"Dream Life" will have its own Central Bank that will coordinate the regulation and monetary supply of The Tokens issued in the metaverse.

Dream Bank will have a virtual office in the central square of each city in the metaverse.

Dream Bank will develop and scale a series of innovative products for its users.

Individuals and legal entities involved

■ **Albert Palay (Founder)**

Founder and CEO at The Dream VR Inc / Owner of Megaverse Factory SLU

20 years in Digital Media

Serial Entrepreneur

Expert in Business Strategy

Speaker at ESADE Master

■ **Pablo Innova (Founder)**

Founder and President at The Dream VR Inc / Owner of Megaverse Factory SLU

18 years in Business Development

Serial Entrepreneur

25 years of experience in business creation

Visionary in business

■ **Miguel Angel Garcia (Board member)**

Member of the board in The Dream VR Inc

Business Investor

Founder and owner of several successful companies

■ **Judith Soler (GM of THE DREAM VR INC)**

General Manager at The Dream VR Inc / CEO at Metaverse Factory SLU.

20 years in Marketing Strategy.

More than 15 years in the entertainment industry.

Business development capacity.

International scope.

- **David Santin (CIO)**

Specialist in IT process management (Information Systems and Technologies).

20 years in development of backend and frontend applications in Android and IOS systems and web.

Development expert for Unity 3d and programming languages C#, PHP, javascript, JAVA, MySQL.

- **Hector Alises (Director of Software Engineering)**

Expert in the Unity 3d and C# development environment.

Extensive experience in developing applications and multiplayer video games IOS, Android, WEB.

Specialist in development of VR environments and applications.

- **David Garcia (3D Art Director)**

Creative Director with a technical profile.

Trained in architecture and specialized in 3D design and technical art with graphics engines for VR and AR.

Expert in transforming ideas into virtual universes.

- **Fernando Fernandez (Senior programmer & Technical Support Engineer)**

Telecommunications Technical Engineer, Telematics specialty.

Experience with Linux, Kubernetes, Docker and management of platforms such as AWS or Linode.

App creator for IOS and Android

Experience with Unity3D and C# and in creating multiplayer games

Advanced knowledge of the Internet (networks and protocols that form it) and multidisciplinary programming

- **Jose Maria Manzanares (Financial Advisor)**

- **Alejandro Gomez (Legal Advisor)**

- **Dekalabs (Auditor of the Token)**

Reasons for Issuance

The DWIN token has been developed with the following purpose:

- Guarantee the creation, development and scalability of our decentralized metaverse "Dream LIFE" in a period of 3 years and with all its phases completed.
- Finance, design and execute international marketing campaigns to publicize "Dream LIFE"
- Finance, design and execute "Dream Content" to guarantee the creation of 360 & VR experiences that energize and harmonize the development of "Dream LIFE"
- Finance, design and execute "Dream Game" the division that will guarantee the creation of exclusive games to gamify the "Dream LIFE" metaverse

Object of the issue: DWIN Token

• Description of the Token

The token object of this issue will have the name DWIN and will have the consideration of *utility* token, not representative of a negotiable security.

Token holders, in addition to being able to buy Dream LIFE products at a discount, will also be able to access exclusive places for "Dreamers" such as clubs and events, among others. Example: access to the exclusive club "Dream Club" on the 26th floor on Wall Street Avenue to experience a super live edition of the best DJs in the world.

In addition, there will be products, services and experiences that can only be purchased by "Dreamers" with the DWIN currency.

• Specifications

- Name: DWIN
- Maximum supply: 15,000,000,000
- Blockchain network: Ethereum¹
- Standard: ERC-20

Use of funds and costs associated with the issuance

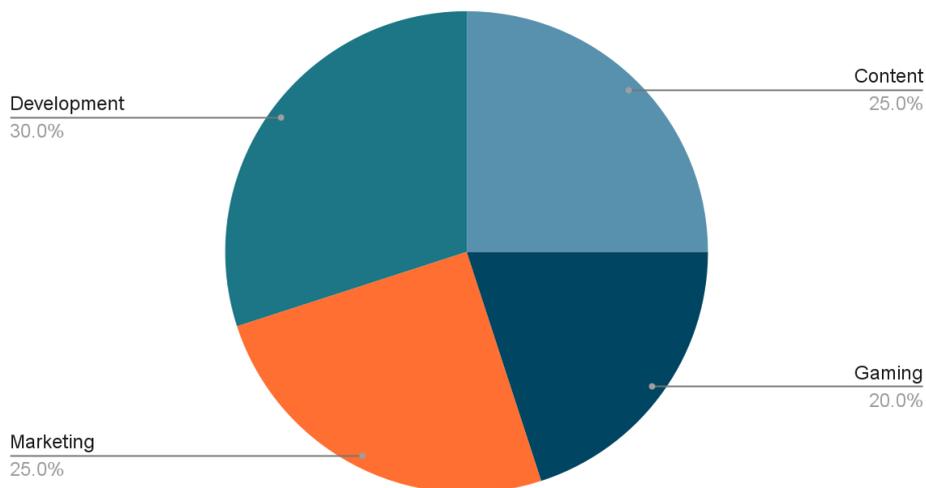
The turnover obtained from the initial sale of the DWIN tokens will accelerate the development of the ecosystem. The items to which the billing will be allocated are the following:

- 30% allocated to the development of the decentralized metaverse "Dream LIFE"
- 25% allocated to marketing and advertising
- 25% allocated to the creation of "Dream Content", development of 360 & VR Experiences

¹ The issuer reserves the right to use other blockchain net for the issuance and management of The Tokens,

- 20% allocated to "Dream Game", game development and qualification of "Dream LIFE"

Dream Life



Information about the public offering of tokens

Private offer and public offer

The content of this document describes the conditions of the initial sale of the DWIN tokens that will be carried out in 2 phases:

- Private offer

Of the total of 15 billion DWIN tokens that will be issued by Megaverse Factory, SLU, it reserves the right to sell up to a total of 7.50% of tokens privately during the subscription period which will take place from April 1 to June 30 at 11:59 p.m. (Madrid time, Spain).

- Public Offer

Once the Private Offer is concluded, the Issuer will offer up to 13.50% of the total number of tokens to be generated by the Issuer in a Public Offer through the web <https://www.dreamvr.life> during the subscription period that will run from July 1 to July 31 at 11:59 p.m. (Madrid time, Spain).

Hard Cap

The maximum amount for the placement of tokens in public and private sale is €33,000,000

Soft Cap

There is no minimum amount established for the *soft cap* since the project is already under development and its launch can be guaranteed.

Token price and sale stages

- Private Sale
 - Lock up period: unlock on September 1 to buy assets on the New York City platform and from November 1 when The Token is listed on an exchange.
 - Vesting² (release): 10 months from when The Token is listed, coinciding with the opening of the second city and the public opening of the metaverse. This vesting will be progressively released with 10% each month on the initial purchase of tokens, whether or not assets have been invested.
 - Purchase limits: minimum €25,000³ and maximum €150,000
 - Maximum % of the total issue: 7.50%
 - Maximum number of tokens to be issued: 1,100,000,000
 - Token price: €0.005

- Public Sale: Phase I
 - Blocking period or lock up: unlock on September 1 to buy assets on the New York City platform and from November 1 when The Token is listed on an exchange
 - Vesting (release): 10 months from when The Token is listed, coinciding with the opening of the second city and the public opening of the metaverse. This vesting will be progressively released with 10% each month on the initial purchase of tokens, whether or not assets have been invested.
 - Purchase limits: minimum of €1,000 and maximum of €300,000
 - Maximum % of the total issue: 6.75%
 - Maximum number of tokens to be issued: 1,000,000,000
 - Token price: €0.010

- Public Sale: Phase II
 - Lock period up: Unlock on September 1 to buy assets on the New York City platform and from November 1 when The Token is listed on an exchange.
 - Vesting (release): 10 months from when The Token is listed, coinciding with the opening of the second city and the public opening of the metaverse. This vesting will be progressively released with 10% each month on the initial purchase of tokens, whether or not assets have been invested.
 - Purchase limits: minimum of €500 and maximum of €200,000
 - Maximum % of the total issue: 3.50%
 - Maximum number of tokens to be issued: 500,000,000
 - Token price: €0.015

² Vesting term refers to the progressive release of tokens during the established period of time.

³ Unless the issuer agrees another minimum amount with partners and the platforms that market the token.

- Public Sale: Phase III
 - Lock period up: Unlock on September 1 to buy assets on the New York City platform and from November 1 when The Token is listed on an exchange.
 - Vesting (release): 10 months from when The Token is listed, coinciding with the opening of the second city and the public opening of the metaverse. This vesting will be progressively released with 10% each month on the initial purchase of tokens, whether or not assets have been invested.
 - Purchase limits: minimum of €100 and maximum of €100,000
 - Maximum % of the total issue: 3.50%
 - Maximum number of tokens to be issued: 500,000,000
 - Token price: €0.020

a. Target

The target market to which the DWIN token is aimed for is those potential users of the platform and service providers who are going to develop their activity in the metaverse. Especially active crypto users, gamers, digital artists and consumers of digital art.

b. Means of payment for the acquisition of the Token

The means of payment offered for the purchase of The Tokens are the following:

- Bank transfer Credit
- Card
- Cryptocurrencies accepted at the time of offering The Tokens (including Bitcoin, Ether and Tether)

c. Delivery of The Tokens

The delivery and unlocking of The Tokens for buyers in the different stages of sale will be on September 1, 2022 for those tokens that are not subject to lockup and vesting.

Dates and times are based on CET (Central European Time).

d. Token Exchange platform

The Issuer is dealing with different platforms once the public and private offer period ends.

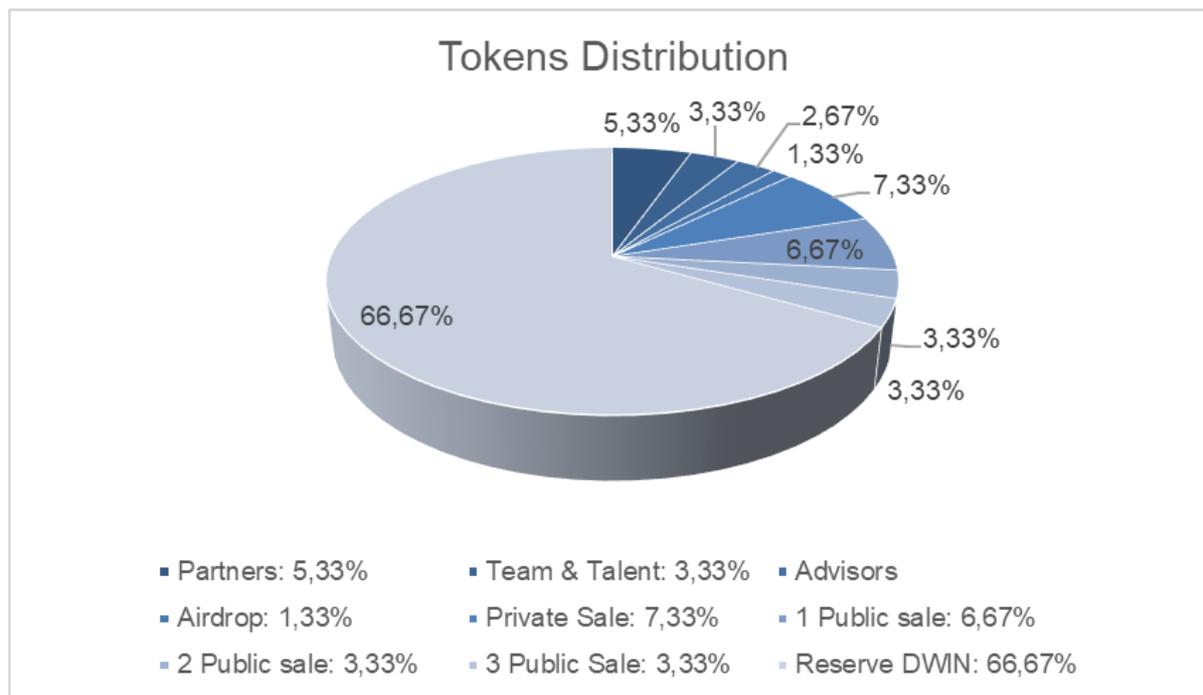
e. Jurisdiction and competence

Any incidence derived from this document and/or its respective attached subscription terms will be subject to the Spanish legislation.

Waiver of any other jurisdiction that may correspond to them, the buyers submit to the Courts of Barcelona, to resolve any differences that may arise in the interpretation or execution of this document and/or their respective attached subscription terms.

Token distribution

The Issuer, Megaverse Factory, SLU., undertakes not to issue more than 15 billion Dwin tokens, whose distribution a priori (may change in the future) would be configured as follows:



(*) On 66.67% of the Reserve will go to airdrop, rewards and mainly to the Real Stake Token.

Public Offer and Private Offer

“Only those who have bought the Dwin in the ICO will have access to buy the 800 real estate properties of the city of NY in private and in no case those who represent the management of the company will be able to access this offer”.

Public offer

13.5% of the entire supply of tokens will be sold during the ICO on the platform <https://www.dreamvr.life>

Private Offering

7.50% of the total supply will be distributed among strategic investors in a seed round.

Team

8.75% of the supply will be reserved for the teams involved in the project where the lock up is unlocked from November 1 when The Token is listed on an exchange. Vesting (release): 10 months from when The Token is listed, coinciding with the opening of the second city and the public opening of the metaverse. This vesting will be progressively released with 10% each month on the initial purchase of tokens, whether or not assets have been invested.

These tokens will also be used to attract new talent to the team in the future, as well as incentivize and retain existing team members.

Distributed tokens will lock-up from the first city.

Advisors

2.75% will be used to collaborate with key strategic advisors with deep knowledge and experience in the industry. The *lock up* is unlocked from November 1 when The Token is listed on an exchange. Vesting

(release): 10 months from when The Token is listed, coinciding with the opening of the second city and the public opening of the metaverse. This vesting will be progressively released with 10% each month on the initial purchase of tokens, whether or not assets have been invested.

Distributed tokens will lock-up from the first city.

Airdrops

Megaverse Factory, SLU. 1.50% of the total supply will be reserved for Airdrops promoting new products and use cases of The Token.

Distributed tokens will lock-up from the first city.

Platform

Reserve The Reserve will retain 66.50% of the entire supply of tokens to maintain a balanced market share in the Dwin token but mainly to pay users who have acquired real estate on the platform via NFTs with the "Real Stake Token " where 100,000 tokens per property will be delivered within a period of 24 months prorated at 4,166 tokens per month.

Token burning mechanism

Dream Life's business model does not fit with the traditional burning of Tokens but rather with the possibility of increasing the number of cities with the same monetary mass, increasing the supply of properties with the same volume of tokens.

Example of Acquisition of Tokens – Real Estate Investment – Real Stake Token

Acquisition of Tokens in the Public Offering 3

- Amount Invested in the ICO: €
2,000 Acquisition Price: €0.02
- No. of Tokens: 100,000
- NFT Real Estate Apartment Price: \$1,000 - €880 (with a counter value of €\$1,135)
- Number of Tokens needed for the purchase (token price €0.02): 50,000

Liquidity in Dwin tokens for experiences or hold of the same: 50,000

- Real Stake Token in two years (monthly settlement in Dwin of 4,166 tokens per month):
100,000

Information on the underlying technology

Technology used

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

Depending on the characteristics and properties attributed to these tokens, they will have a different technical and legal treatment.

In the case that concerns us, as it has already been anticipated, The Tokens in question will have the characteristics described in the previous points.

Regarding its technical structure, the issued tokens will follow the ERC-20 token standard⁴ to be issued on the Ethereum blockchain.

The smart contract will be developed with Solidity programming language, being deployed in the main production network (mainnet) of Ethereum.

The Issuer contemplates the possibility of the operation of The Tokens undergoing technological changes, always trying to ensure that these are always as favorable as possible for the buyer.

Risks

A token carries many risks, below we will mention some of them, and there may be others.

These risks can lead to the partial or total loss of The Tokens, or their value.

The holder of The Token assumes and fully understands all the risks that a token implies and, in no case, if The Token loses value or any other adverse event occurs, the issuer of the said token will compensate the holder in any way.

Risks associated with the offer and trading

- Risk of illiquidity

It is possible that The Token in question may not be included in a secondary market or that there may be a lack of liquidity in OTC (over the counter) markets.

The company is not responsible for the fluctuations that The Token in question may suffer in any type of market or that such types of markets allow The Token to be listed, which may entail illiquidity risks. Even in the event that The Token were to be listed on a third-party platform, those platforms may not have sufficient liquidity or even face risks of regulatory or compliance changes, thus being susceptible to failure, crash or manipulation.

In addition, to the extent that a third-party platform lists The Token in question, giving an exchange value to The Token (whether in cryptocurrency or fiduciary money), such

⁴ <https://github.com/ethereum/eips/issues/20>

value may be subject to volatility. As a buyer of this type of asset, you assume all the risks associated with speculation and the risks mentioned above.

Risks Associated with the execution of the project and/or the Issuer

- Risk of future

Certain information contained in this document is forward-looking, including financial projections and business growth projections. Such forward-looking information is based on what the Company's management believes to be reasonable assumptions, and there can be no assurance that the results are actual. Future events could differ materially from those anticipated.

- Unanticipated risks

Cryptographic tokens are a newly created technology that is in the testing phase. In addition to the risks listed above, there are other risks associated with its acquisition, storage, transmission and use, including some that are difficult to anticipate. Those risks can materialize even more with unforeseen variations or derived from combinations of the aforementioned risks.

- Regulatory risk Blockchain

Technology enables new forms of interaction and it is possible that certain jurisdictions will apply existing regulations or introduce new regulations that address applications based on blockchain technology, which may be contrary to the current configuration of smart contracts and which may, among other things, give rise to substantial modifications in them, including their termination and the loss of tokens for the buyer.

- Risk of failure or abandonment of the project

The development of the project proposed by the Issuer in this document may be impeded and terminated for different reasons, including lack of interest on the part of the market, lack of financing, lack of commercial success or prospects (for example, caused by competing projects). This issuance of tokens does not guarantee that the milestones set forth in this document will be fully or partially developed or that it will bring benefits to those who hold tokens offered by the Issuer.

- Risk of competing companies

It is possible that other companies could provide similar services. The company could compete with those other companies, which could have a negative impact on the services provided by it.

Risks associated with The Tokens and the technology used

- High risk product

This type of product has a high implicit risk. The value of The Tokens can fluctuate up and down and a buyer may not get back the capital initially used. There may also be changes in tax rates and/or possible relief. The aforementioned tax impositions and deductions always refer to those in force and their value will depend on

the circumstances of each buyer. Participation in this type of project must always be done taking into account all the information provided by the Issuer.

- Software risk

The computer code (smart contract) by which the aforementioned tokens are traded is based on the Ethereum protocol. Any malfunction, crash or abandonment of the Ethereum project can have adverse effects on the operation of The Tokens in question.

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

Smart Contracts and the software on which they are based are at an early stage of development. There is no guarantee or way of ensuring that the issuance of tokens and their subsequent commercialization can be interrupted or that they may suffer from any other type of error, so there is an inherent risk of defects, failures and vulnerabilities that may lead to the loss of contributed funds or obtained tokens.

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

In the case of proof-of-work consensus mechanisms in Ethereum, it could be the case that someone could control more than 50% of the computational power of the blockchain miners in a so-called 51% attack, and therefore take control of the network (the block chain). Using more than 50% of the mining power (hashing power), the attacker will always represent the majority, which means that he can impose his version of the blockchain.

In principle, this is also possible with less than 51% mining power. Once the attacker has gained control of the network, he could reverse or redirect the transactions he initiated, so that it would be possible to "double spend" (i.e. make multiple transactions of the same token). The attacker can also block others' transactions by refusing confirmation.

There could also be other computer attacks on the Ethereum blockchain, the software and/or the hardware used by the Issuer. In addition to hacker attacks, there is a risk that the Issuer's employees or third parties may sabotage the technology systems, which may cause the Issuer's hardware and/or software systems to fail. This could also have a negative impact on the Issuer's business activities.

- Risk of custody / loss of private keys

Tokens issued by the Issuer can only be acquired using an Ethereum digital wallet from which the acquirer of tokens has their respective private key and password. The private key, as a rule, is usually encrypted by a password.

The Issuer token acquirer acknowledges, understands and agrees that if your private key or password for issued tokens associated with your Ethereum digital wallet is lost or stolen, you may lose access to your tokens permanently. In addition, any third party that has access to the aforementioned private key could misappropriate The Tokens contained in the digital wallet in question. Any errors or malfunctions caused by or related in any way to the digital wallet or token storage system in which the acquirer wishes to receive their tokens could also result in a loss of The Tokens.

- Risk of theft

The concept of Smart Contracts, and the software platform on which they work (ie Ethereum) can be exposed to computer attacks or hacks by third parties, either through malware attacks, denial of service attacks, consensus, Sybil attacks, smurfing and

spoofing. Any of these attacks could result in the theft or loss of invested capital or acquired tokens and, in turn, could lead to the non-achievement of the objectives set forth by the Issuer in this document.

- Risk of incompatible wallet services

The digital wallet or digital wallet service provider used to receive tokens must comply with the ECR-20 token standard to be technically compatible with said tokens. Failure to ensure such compliance may result in the buyer not gaining access to their tokens.

Miscellaneous

General Description

The subscriber/buyer acknowledges that, having read and understood all the sections contained in the WHITE PAPER, they wish to subscribe/purchase a certain number of tokens in accordance with the terms established therein.

These Token Terms do not constitute and may not be used for the purposes of an offer or invitation to subscribe, purchase or otherwise acquire the Token by any person in any jurisdiction:

- in which such offer or invitation is not authorized; or
- where the person making the offer is not qualified to do so; or
- to any person to whom it is unlawful to make such an offer or invitation.

Subscribers/buyers should not interpret the content of these terms as legal, business or tax advice. Each subscriber/buyer should consult their own attorney, business and tax advisor regarding legal, business, tax and related matters relating to this agreement. The content of the Issuer's web pages or any web page linked, directly or indirectly, to the Issuer's website does not form part of these terms. Accordingly, no buyer should rely on the information or other data contained in such web pages as a basis for a decision to invest in The Tokens.

Entry into force and modifications of the terms of the Token

These terms will enter into force and, therefore, will be applicable to the Issuer and the subscriber/buyer, from the moment in which the following conditions are met: The user has given consent to the same by clicking the button "*I have read and accept the terms of the Token*" enabled by the issuer.

Purpose

The purpose of these Token terms is the purchase and sale of Tokens. As consideration for the payment of the Purchase Amount by the subscriber/buyer to the Issuer, which is made on the date of subscription of these terms, the Issuer transfers to the subscriber/buyer, and the latter acquires, the

number of corresponding Tokens, which will be delivered and unlocked in accordance with the provisions of section 3.g of this WHITE PAPER.

Rights and Obligations of the subscriber/buyer

To buy tokens, the user must be verified by the Issuer. To do this, you must go through the KYC and AML (Know Your Client / Prevention of Money Laundering) process.

The subscriber/buyer has full legal capacity, power and authority to execute, deliver and perform its obligations under these terms.

The subscriber/buyer of The Token is obliged to pay The Tokens in any of the forms of payment offered by the Issuer.

Every subscriber/buyer of tokens is obliged to comply with the rules of conduct and browsing of the Issuer's website, as well as the terms and conditions of the platform.

Every buyer of Tokens is obliged to always act in good faith.

The subscriber/buyer carries out this sale on a personal basis on its own initiative and on its own account, and does not arise from any advisory activity of the Issuer or its staff, nor does it act as a representative or agent, nor with a view to the distribution of the itself or for resale.

The subscriber/buyer declares to have knowledge and experience in financial and business matters in such a way that he is able to evaluate the risks and advantages of accepting these terms and assuming his rights and obligations under them. Likewise, he is capable of incurring a total loss of his contribution without harming his financial situation and is capable of bearing the economic risk of this contribution for an indefinite period of time.

Although the subscriber/buyer subscribes to everything indicated in this document with the expectation that it may benefit from its functionalities on the Issuer's platform, derived from the efforts of the Issuer and its employees for the development of the Issuer's platform, the subscriber/ Buyer acknowledges and agrees that the development of the Issuer Platform may or may not occur, is subject to uncertainties and certain risks, which may or may not have been set forth herein, and may or may not be under the control of the Issuer.

Rights and Obligations of the issuer of the Token

The Issuer accepts responsibility for the content of this WHITE PAPER and declares that, to the best of its knowledge and understanding, the information contained in this Document is accurate and that no relevant data has been omitted.

The Issuer represents that, in preparing this document, all reasonable precautions have been taken to ensure that, to the best of his knowledge, the information contained in the document is correct and that it does not omit any facts that could affect the statements made in the document.

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

Bearing in mind that the European Commission has issued a Proposal for a REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL regarding crypto active markets and amending Directive (EU) 2019/1937 in which they are intended to regulate, among other issues, Token issuances, among which are The Token object of this issuance, the Issuer has opted in the absence of another regulation in this regard and despite the fact that the regulation is not in force on the last date of update of this document, to follow the criteria and recommendations of the Draft Regulation in the drafting of this White Paper.

The Issuer declares that it is a duly constituted company, validly existing and in accordance with the laws of Spain, and has the power and authority to own, maintain and operate its assets and rights under a valid legal title and carry out its activities as they are done now.

The execution, delivery and fulfillment of this document by the Issuer is within the objectives and powers of the Issuer, and has been duly authorized by all the bodies, shareholders and other bodies necessary for it by the Issuer.

The WHITE PAPER constitutes a legal, valid and binding obligation of the Issuer, enforceable against it in accordance with its terms, except for the limitations imposed by bankruptcy, insolvency or other laws of general application that refer to or affect the execution of the rights of creditors in general and the general principles of equity.

The Issuer has obtained all necessary internal corporate approvals in connection with the execution of this document.

Taxes

Each of the Parties shall be responsible for all direct and indirect taxes that the authorities collect from each Party.

Responsibility

Each of the Parties will be responsible for the breach of the obligations that correspond to it, as provided in these terms of the Token.

Invalidity of any provision

If for any reason any clause or provision of these terms of the Token is considered null, this will not affect the rest of the clauses or provisions that will remain in force.

Prevention of Money Laundering

The Issuance of Virtual Assets is subject to Law 10/2010 on the Prevention of Money Laundering and Financing of Terrorism, and operations or transactions with cryptocurrencies are included within the type of Obligated Subjects established in article 2. 1. z) of PBC Law 10/2010.

As established in the TERMS AND CONDITIONS described in this White Paper, the Issuer informs the subscriber/buyer that such regulations require, among other obligations, to identify its users in documents, gather information on the nature of their professional or business activity and inform, either at the request of the Executive Service of the Commission for the Prevention of Money Laundering Capitals and Monetary Offenses, either ex officio, of any fact or operation with respect to which there is evidence or certainty that it is related to money laundering.

Data Protection

As established in the GENERAL TERMS AND CONDITIONS OF THE SERVICES of the Issuer, the processing of personal data for the management of these terms of the Token will be carried out in accordance with [Regulation \(EU\) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data and by which the \(RGPD\)](#), [Organic Law 3/2018, of Protection of Data and Guarantee of Digital Rights](#) (LOPDGDD) and other data protection regulations.

The subscriber/buyer acknowledges that the Privacy Policy of the Issuer's website has been accepted prior to the acceptance of these Token terms. The complete Privacy Policy is accessible at the following link https://dreamvr.life/privacy_policy

Subscriber/buyer service

As established in the GENERAL TERMS AND CONDITIONS OF THE SERVICES of the Issuer, the subscriber/buyer has a Service User Service so that you can contact an agent directly at the following email address: ICO_atencionusuario@thedreamvr.life

Notices

● Notice to EU/EEA residents

The token described in this White Paper is not a security or a financial instrument within the meaning of the Markets in Financial Instruments Directive (MiFID II) of the European Parliament (2014/65/EU) , securities or other laws of the member states. The Token is not a guarantee of any kind and it does not give any right to vote, manage or participate in the profits of any company. The Token does not mean ownership of any physical asset and it is not reimbursable. The Token is not a security of any kind and does not represent any right to vote, manage or participate in the profits of any entity. The token does not represent ownership of any physical asset and will not be redeemable. no será reembolsable.

● Notice to United States Residents

The Token Offer and Sale have not been registered under the United States Securities Act of 1933, as amended, or under the security laws of certain states. The Token may not be offered, sold or otherwise transferred, pledged or mortgaged, except to the

extent permitted by the Act and applicable state securities laws pursuant to an effective registration statement or a waiver thereof.

- **Notice to Residents of Australia**

No SAFT, placement document, prospectus, product disclosure statement or other disclosure document has been filed with the Australian Securities and Investments Commission in connection with the offering. The SAFT and any documents used in connection with it and any related documents do not constitute a prospectus, product disclosure statement or other disclosure documents under the Companies Act 2001. In Australia, someone may only offer the Token to "sophisticated investors" or "professional investors" or otherwise in accordance with one or more exemptions contained in the Companies Act, such that it is lawful to offer the Token in compliance with applicable laws.

- **Notice to Residents of the Republic of China**

Rights to The Token are not being offered or sold and may not be offered or sold, directly or indirectly, within the People's Republic of China, except as expressly permitted by the laws and regulations of the People's Republic of China.

- **Notice to Residents of Japan**

The Token has not been and will not be registered under the securities or financial laws of Japan. Prospective purchasers of the Token agree not to retransmit or reallocate the Token to anyone who is a resident of Japan, except under a private placement exemption from registration requirements and in accordance with applicable Japanese laws and regulations.

- **Notice to residents of the Russian Federation**

The SAFT and any related documents are not an offer, or an invitation to make offers, to sell, buy, exchange or otherwise transfer foreign securities or financial instruments or for the benefit of any person or entity resident, incorporated, established or habitually resident in the Russian Federation. The SAFT and any documents used in connection with the offer and sale of the Token are not announcements related to the placement of securities or public circulation, as determined by Russian law. The Token is not intended for public placement or circulation in the Russian Federation. Neither the SAFT nor any other document related to it has been or will be registered with the Central Bank of the Russian Federation.

- **Notice to Residents of Switzerland**

The Token may not be publicly offered in Switzerland and will not be listed on any Swiss stock exchange or any other stock exchange or regulated trading venue in Switzerland. The SAFT and any related documents have been prepared without regard to the prospectus disclosure rules under the Swiss Code of Obligations or the listing prospectus disclosure rules. Neither SAFT nor any related marketing material may be publicly distributed or made available to the public in Switzerland. The SAFT and any related marketing material has not been and will not be submitted to or approved by any Swiss regulatory authority, notably the Swiss Financial Market Supervisory Authority. The offer and sale of Tokens have not been authorized by the Swiss Federal Law on Collective Investment Systems.

● Notice to UK Residents

In the UK, the SAFT is distributed and directed only (and any buying activity to which it refers will be conducted only with investment professionals) within the meaning of Article 19(5) of the Financial Promotion Order (the "FPO"); (ii) persons or entities of the type described in section 49 of the FPO; (iii) certified sophisticated investors (within the meaning of section 50(1) of the FPO); and (iv) other persons to whom you may otherwise be legally communicated (all such persons are collectively referred to as

"relevant persons"). Persons other than Relevant Persons must not take any action in connection with the SAFT or based on any documents used in connection with it. It is a

condition for the acquisition of the Token that the person guarantees to be a relevant person. The SAFT and the documents used in connection with it have not been approved by any UK regulatory authority.

● Notice to Residents of All Jurisdictions

No action has been taken to permit the offer, sale, possession or distribution of the Token or any related document in any jurisdiction where action is required to do so. You are obligated to inform yourself about and observe any restrictions related to the offer of the Token, the SAFT and any related documents in your jurisdiction.

No economic return is contemplated for the purchase of the Token, and you must not buy the Token for speculative purposes. Participation in The Token sale must not have any expectation of profits, dividends, capital gains, financial performance or any other return, payment or income of any kind. The purchase of the Token carries a substantial risk that could lead to a loss. There is no guarantee that the objectives will be achieved or that The Tokens will always have or maintain their value within the ecosystem.

Any resale of The Token must be done for exemptions from securities requirements and in compliance with the requirements of applicable laws.

ANNEX I - Token Subscription Agreement

This Agreement takes place in [*] as of [*] 2021

BETWEEN:

1. **[company name]**, a single-member limited company with Spanish NIF [*];
2. **[buyer details*]** (the "**Buyer**").

The Issuer and the Buyer will be jointly referred to as the "Parties" or, as the case may be, as the "Party" when the context of the situation so requires.

PREAMBLE

1. The Issuer is a company dedicated to the commercialization of a platform of experiences consisting of a metaverse.

More information about the issuer can be found at the following link <https://www.dreamvr.life> The information contained in the previous link is merely descriptive in nature and it is not part of this agreement.

2. The Issuer intends to carry out a sale of tokens based on blockchain technology.
3. In exchange for the contribution of the buyers during the issuance period, they will receive Tokens issued through a Smart Contract based on a blockchain technology called Ethereum, unless the Issuer decides to use another technology as described in the White Paper.
4. The Buyer is interested in participating in the aforementioned issue in exchange for receiving the aforementioned tokens in accordance with the terms of this agreement and the White Paper.

THE PARTIES AGREE AS FOLLOWS, (hereinafter the "Agreement" or the "Investment Commitment"):

1. **Acceptance of the terms of this Agreement and the White Paper**

Participation in the issue is subject to the terms of this agreement and the White Paper.

In case of discrepancies between both documents, the points established in this agreement will prevail.

2. **Functioning of the Issuance and the contribution**

The Issuer will make available to the Buyer a Smart Contract based on the Ethereum blockchain with the intention of generating and delivering the cryptographic tokens as consideration for its payment.

3. **Price**

The price attributed to each Token during the issuance period will be the one determined in the White Paper according to the sale phase in which it may be. (hereinafter "**Issue Price**").

The reference currency for calculating the contribution will always be the Euro, according to the exchange rate established on the website <https://coinmarketcap.com>) at 12:00 UTC on the date of the last day of the Subscription Period. (the "**Conversion**"). The Issuer is not responsible for any loss that the buyer may suffer as a result of such conversion.

4. **Payment**

The Buyer agrees to carry out its contribution in the issuance in the currencies Euro (€), Ether (ETH), Bitcoin (BTC), USDT, USDC and other cryptocurrencies accepted by the Issuer at the time of the offer. The buyer agrees to transfer his contribution to the Ethereum or Bitcoin address or checking account established by the Issuer. The details of such transfer will be provided by the Issuer within two business days following the signing of this Agreement.

5. **Reception of Tokens**

In order to receive The Tokens, the buyer must have an Ethereum address that is compatible with ERC-20 tokens (in other words, the buyer's Digital Wallet must have a technical infrastructure that is compatible for the reception, storage and transfer of The Tokens in question, these being based on the ERC-20 standard). The issuer reserves the right to modify at any time the requirements related to digital wallets to store the Tokens at any time and unilaterally.

6. **Risks**

The buyer understands and assumes all the risks specified in the White Paper in order to formalize this agreement.

7. **Liabilities and Indemnifications**

Buyer shall indemnify the Company, its employees, directors, contractors, consultants, partners, suppliers, parent, subsidiary and sister companies, agents and representatives (hereinafter "**company related agents**") from and against any and all type of claims, legal actions, damages, losses, costs and/or expenses (including reasonable professional and legal fees) that may arise in connection with:

- a. The acquisition or use by the purchaser of The Tokens under this agreement;
- b. Failure to fulfill Buyer's responsibilities or obligations under this Agreement;
- c. The performance or nonperformance of Buyer's responsibilities or obligations under this Agreement;
- d. Buyer's breach of any rights (including, without limitation, intellectual property rights) of any other person or entity.

Notwithstanding the foregoing, the Issuer's maximum aggregate liability to the purchaser under or in connection with this Agreement shall not exceed the amount of the contribution.

8. **Confidential Information / Disclosure**

The content of this Investment Commitment will be considered confidential information (hereinafter, "Confidential Information"). A Party's Confidential Information shall not include information that:

- a. Comes into the public domain;
- b. Is in the rightful possession of the other Party prior to disclosure and was not obtained by the other Party either directly or indirectly from the Disclosing Party;
- c. It is disclosed to the other party by a third party without restriction of disclosure;
- d. Is developed independently by the other Party;
- e. It must be disclosed by any judicial or governmental requirement or order (the recipient must notify the disclosing party of such requirement in a timely manner).

The Parties agree to keep the contents of this Agreement confidential for a period of 2 years from the signing of this Agreement. The Parties agree that they will not use the Confidential Information for any purpose other than the application of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement.

Without the prior written consent of the other party, neither party may make any public announcements or issue any press release or advertising in connection with this Agreement. Neither party will use the trademarks, trade names, logos or other intellectual property rights of the other party without first obtaining their prior written consent.

9. **Miscellaneous**

This Agreement, including the White Paper, constitutes the entire agreement between the parties in relation to its subject matter and must be read and interpreted as a single document. In addition, it replaces and extinguishes all previous agreements, draft agreements, guarantees, declarations and commitments of any nature made by, or on behalf of the Parties, either verbally or in writing in relation to this object.

Each Party acknowledges that in entering into this Agreement, it has not relied on any oral or written representations, warranties, representations or undertakings made by or on behalf of the other Party in relation to the subject matter of this Agreement at any time prior to its signing. (hereinafter "**contractual statements**") other than those set forth in this Agreement or the White Paper. Each Party hereby waives all rights and remedies that may otherwise be brought in connection with such pre-contractual statements.

If any provision of this Agreement or the White Paper is found by any court or public authority to be invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not invalidate any other provision of this Agreement or the White Paper. If any provision is invalid or unenforceable in accordance with the foregoing, such provision will be modified or limited only to the necessary extent for this provision to be valid and enforceable.

Nothing in this Agreement or the White Paper shall treat either party as a partner, *joint venturer* or employee of the other for any purpose.

This Agreement, the White Paper and any dispute or complaint that arises from or in relation to them, with their object or formation (including non-contractual disputes or claims) will be governed and interpreted in accordance with Spanish Law.

The parties irrevocably agree that the Spanish courts will have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with this Agreement or the White Paper, its subject matter or formation (including non-contractual disputes and claims).