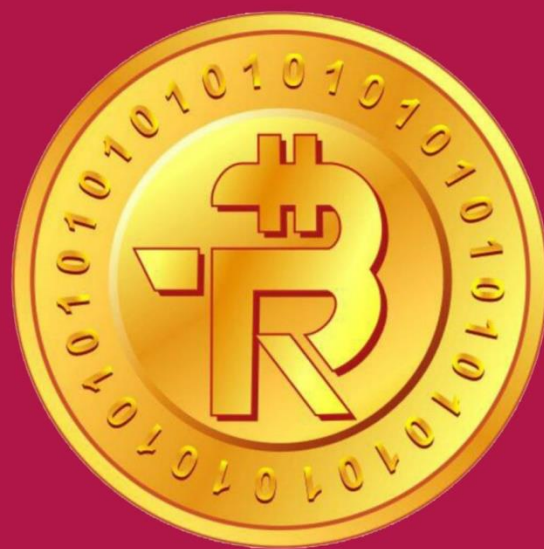
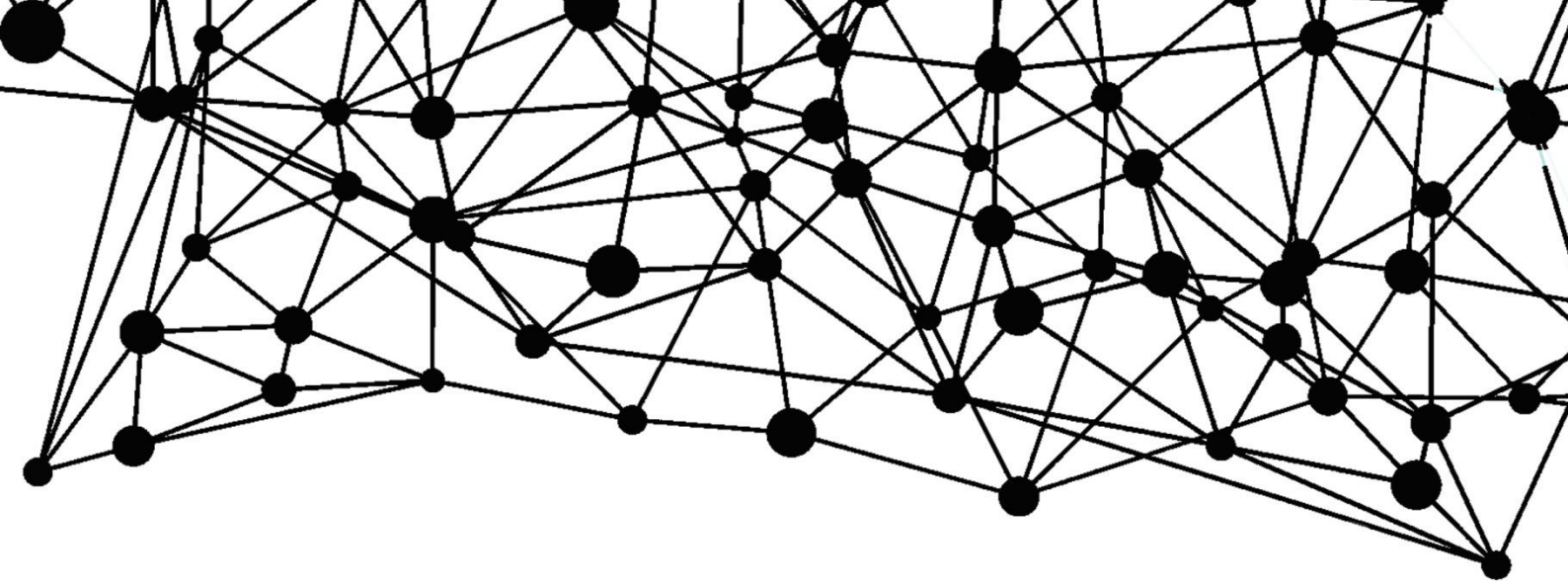


A network diagram consisting of black dots of varying sizes connected by thin black lines, forming a complex web-like structure against a dark red background.

BITETHER (BTR)



White paper



This whitepaper outlines the vision for the Bitether (BTR) and contains technical information about the blockchain.



It also introduces the BTR token and the team behind the technology.



Contents

1	INTRODUCTION	.....	1
1.1	Blockchain Technology	.....	1
1.2	Cryptocurrencies	.....	1
1.3	Advantages	.....	1
1.4	Limitations	.....	2
2	BITETHER eSOLUTION	.....	2
2.1	Why use ERC20 token and Bitether (BTR)	.....	3
3	MISSION	.....	4
4	VISION	.....	4
5	TOKEN ALLOCATION	.....	6
6	ROADMAP	.....	7
7	GROW BITETHER	.....	8
8	TEAM & ACCOMPLISHMENTS	.....	9
9	ECOSYSTEM	.....	10
9.1	Where we are listed	.....	10
9.2	Get your mobile wallet	.....	10
9.3	Explorer	.....	10
9.4	Supported web wallets	.....	11
9.5	Supported market cap websites	.....	11
10	BITETHER TOKEN SALE TERMS	.....	11
11	LEGAL OPINION	.....	24
12	CONTACTS & COMMUNITY	.....	29





1- INTRODUCTION

1.1 - Blockchain Technology

Blockchain: a digital, decentralized, public ledger of all cryptocurrency transactions. This ledger is constantly growing as "blocks", the term for recent transactions, are completed and verified by many participants. Blockchain technology was originally developed for Bitcoin and has proven itself as the prevailing model of a distributed ledger technology over the last decade. The transactions on this ledger are indelible, meaning they are permanent, having been verified by the previously mentioned community of participants instead of by a central authority. The rise of Blockchain technology and the lack of a central authority distort the very foundation financial institutions have set in place, leading to advantages that may prove to revolutionize the Financial sector as a whole.

1.2 - Cryptocurrencies

Before discussing advantages of such technology, cryptocurrencies must be explained to the reader. Following in suit with Bitcoin and Blockchain, there is always someone looking to make an invention better. This trend can be found throughout history - starting from the wheel, the automobile, to the very device you read this text on right now. Cryptocurrencies are no exception. A cryptocurrency is a digital asset that is designed to work as a medium of exchange, using cryptography and blockchain ledger technology to do so. Bitcoin, plagued with not only slow and impractical transaction speed, but also large fees has fallen short. These problems, among other shortcomings, have allowed for the creation and adoption of thousands of other cryptocurrencies.

1.3 - Advantages

- Anonymity, personal information is not tied to transactions. This protects against identity theft.
- No central authority figure holds onto your money, you are in control.
- Blockchain cannot be manipulated by a person, government, or organization.
- All transactions are available for everyone to see.
- Transactions are verified by a network of users.
- Due to the fact transactions cannot be reversed and do not carry personal information, merchants are further protected from fraud.





- Low transaction and conversion fees.
- A user can send and receive money anywhere in the world at any time.
- Borders, banking hours, or other previous limitations on transferring money are non-existent.
- Merchants cannot charge extra fees without be noticed.

1.4 - Limitations

The lack of ability to use cryptocurrencies for payment in our day-to-day commerce is a major downfall to this new technology. Merchants must begin to adopt cryptocurrency payment systems to help bring this technology truly into the mainstream.

On the other hands, Bitcoin, Ethereum, Litecoin and other major cryptocurrencies show significant growth in value and are expected to see significant growth in the future, reflecting both a loss of faith in traditional money systems and a growing confidence in the power of blockchain technology. However these cryptocurrencies are not proving to be very effective as payment instruments; their growth in value has caused them to behave more like assets than currency, so investors and miners are holding cryptocurrencies rather than using them to purchase goods and services. Users have no incentive to trade or sell them, since once they are traded, owners lose their investment position.

2 - BITETHER eSOLUTION

We will be executing an intensive marketing in order to lead the market. The Bitether (BTR) will be integrated into most of the e-commerce platforms. Our business strategy is designed to reach the majority of e-commerce business units and enable their potential in the newly forming industry of decentralized global payments.

The strategy of Bitether business development will be to not only spread as fast as technically possible but also on developing a **trust** and **reputation** system which will empower our expansion by live feedback and continuous improvements.

As mentioned above, the our main goal is to be widely available for all online businesses. Use Bitether (BTR) to make payments online using our secure platform hosted by thousands of users around the world that you can focus your shopping without worrying about network





congestion, high transaction fees or security which are the key issues with legacy blockchain platforms.

As well as our integrations of e-commerce, with the exchange listings, funds can immediately be converted to fiat currency to protect the merchant from market volatility. Merchants receive funds in the original cryptocurrency or directly in fiat currency. Afterwards, they can withdraw them to a bank account, keep it in their wallet or convert to another cryptocurrency.

2.1 - Why use ERC20 token and Bitether (BTR)

Because Ethereum has created an ecosystem where everything works together seamlessly using tokens to power the network. Ethereum based tokens allows exchanges, crypto wallets, and smart contracts to know in advance how any new tokens will interact on the system. Because of its capacity for smart contracts — and other complicated computing capacities — Ethereum is viewed as more agile, adaptable and stable. Due to its reliability and the growth of decentralized apps (dapps) we felt the Ethereum platform was a logical choice. Thus, we have planned and created our own digital crypto token named “Bitether”.

Name: **BITETHER**

Ticker: **BTR**

The Bitether (BTR) is a token based on the ERC20 standard established by Ethereum. Bitether provides end-to-end solutions for E-Commerce Marketplace and Online Cryptocurrency Payment powered by the Ethereum Blockchain.

Contract: **0x499A6B77bc25C26bCf8265E2102B1B3dd1617024**

Total Supply: **550.000.000 BTR**

The total supply is 550.000.000 BTR and this is locked limited supply. Why is the total supply of BTR big? Because we think global, there is enough crypto for the entire human race, even the day a satoshi becomes equal to 1 cent (maybe in 10–15 years).





3 - MISSION

Bitether's mission is to optimize the online shopping experience and through it help people save the one thing that can not be bought - time. Take Bitether (BTR) into the list of top traded crypto currencies in the world till 2020. Make Bitether (BTR) most valuable crypto currency in term of market capitalization. Bitether will strive to offer transparent and secure trades, and help bring cryptocurrencies into mainstream.

"Bitether (BTR) is a bright example of the real use of blockchain technology, as well as offering a massive boost for crypto market liquidity especially for businesses."

Fahim Altinordu, Bitether eSolution Pvt. Ltd.

4 - VISION

Bitether is opening a new era of cryptofinance for the Internet of Values. By cooperating with financial institutions, cryptocurrency companies, 3rd party app developers, academia and the broader cryptocurrency community, BTR is building a broad finance ecosystem on the blockchain. Thus, our aim is to make Bitether (BTR) an incredible Payment Gateway for online and offline users till 2025.

"Bitether (BTR) — The first payment solution"

As well as integrated into most of the e-commerce platforms, Bitether eSolution Pvt. Ltd. aims to launch its new companies where you can use BTR as a payment token;

I) Crypto Industry:

- Crypto Mining Farm (China)
- Grow Bitether
- Crypto Industry News Channel (<https://www.cryptoworldtalk.com/>)
- World's largest ICO Data Bank (<https://www.icodataworld.com/>)

II) Fitness Industry:

- Well Equipped World Class Corporate Gym (I Gymholic) in Ahmedabad
- Whey Proteins, BCAA & Supplements Manufacturer (Launching in Sept. 2019)





III) Food & Beverages Industry:

- India's Largest Range of Organic Products Manufacturer (Launching in Aug. 2019)
- Real Mix Energy Drink State Franchisee holder of Rajasthan

IV) e-Commerce Industry:

- India's First ever online shopping portal with upto 100% cashback with some unique (bitethermall.com)

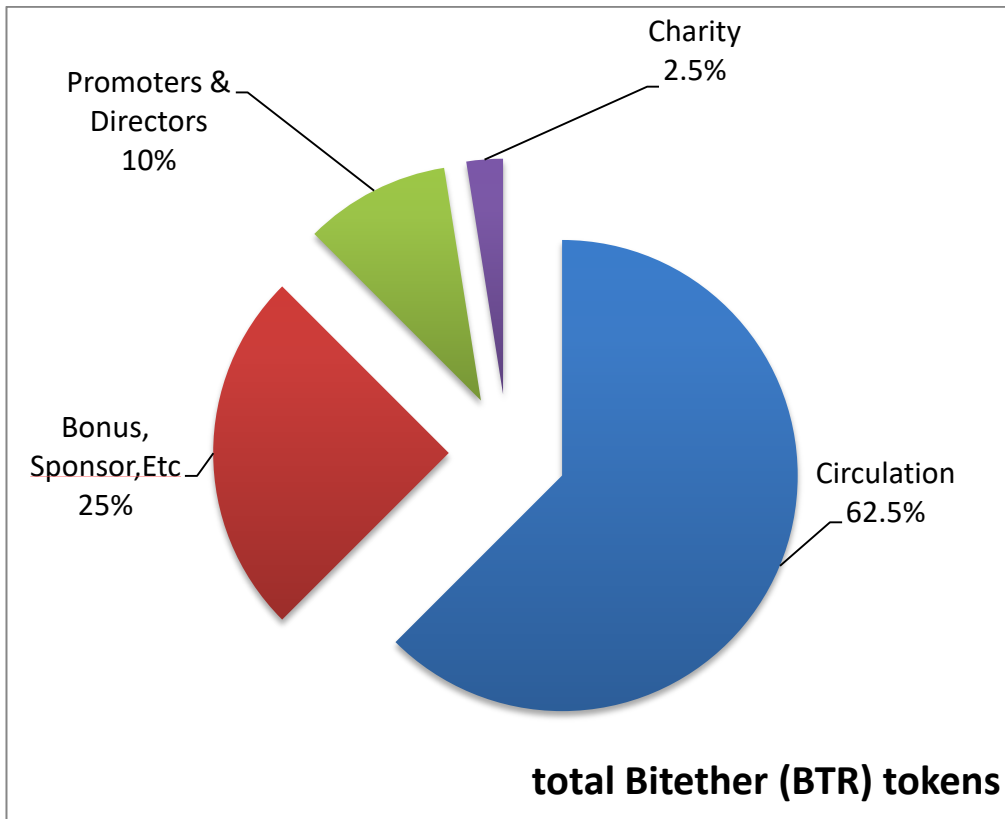
V) Real Estate Industry:

- Residential Plotting Schemes of $254 + 268 = 522$ Plots near Ahmedabad named "Parshwa Greens" situated at Shankheshwar (Land of World's Famous Ancient Jain Temples)



5 - TOKEN ALLOCATION

The allocation of total Bitether (BTR) tokens is the following: The total supply is 550.000.000 BTR and this is locked limited supply.



- Out of 550,000,000 BTR Tokens, 10% (55,000,000) BTR will be held by company's promoters & Directors.
- 25% (137,500,000) BTR will be kept aside for distributing Bonus & Referrals.
- 2.5% (13,750,000) BTR will be used for charity. Because company believes in noble cause such as helping needy people, e.g. Medical, Education, Basic needs, etc. Company believe that if company is growing then poor people & needy people must be grown as well.
- Remaining 62.5% (343,750,000) BTR will be circulated among investors & other users.



6 - ROADMAP

2017 Q4 BITETHER (BTR)

- 18th Sept. 2017 - Pre launch of ICO started at \$0.01 per BTR
- 18th Oct. 2017 - Second Phase of ICO opened in increasing rate of BTR

2018 Q3 GROW BITETHER

- Invest Bitether (BTR), get 4% weekly for 52 weeks

2018 Q4 PARTNERSHIPS & EXCHANGE LISTING

- Additional Exchanges
- Merchant acceptance
- Partnerships
- Start Mining Farm with the Best infrastructure of Bitcoin, Ethereum, other ALT coins Mining

2019 Q2 REAL LIFE USES

- Launching of First ever Crypto online Mall (www.cryptoemall.com) with 102+ International Brands tie up and 5000+ products.
- Start working on Virtual Reality Game called "My Virtual World" with all global location using GPS with one global currency BTR for that world.
- Launching of First Super Market with Organic, Herbal & Ayurvedik Products

2020 Q2 RESEARCH AND DEVELOPMENT

- Research and Development will be done on regular basis for some innovative ideas to redeem





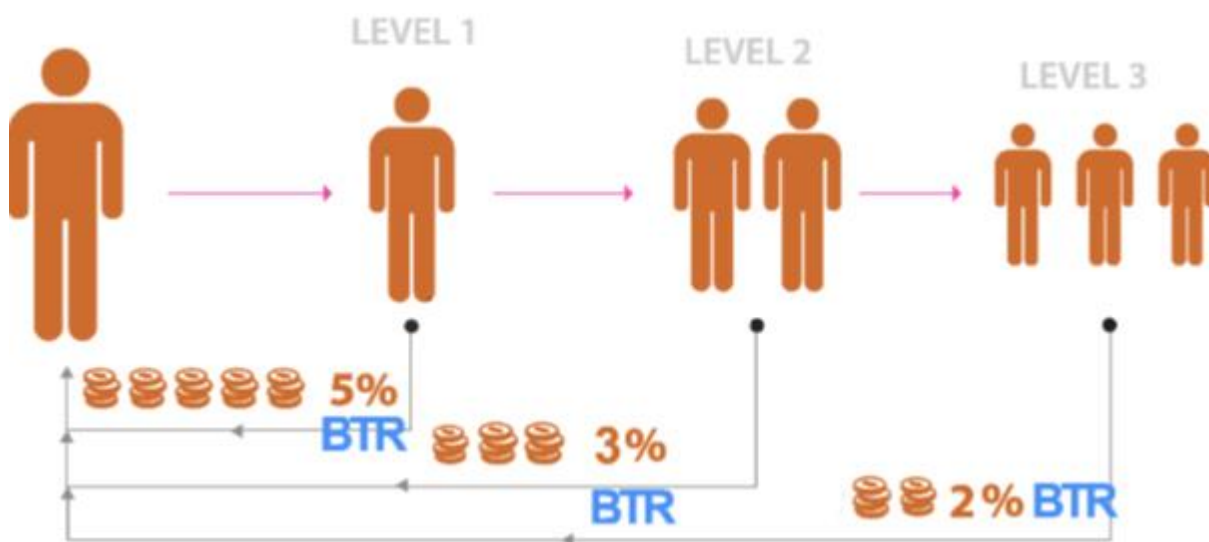
7 - GROW BITETHER

View Plan

1- Invest your BTR tokens to Grow Bitether and get 4% weekly for 52 weeks! Return on investment is accrued to your account weekly depending on the terms of deposit.

- 4% Weekly Return
- Reinvestment not Available
- Minimum Deposit: 10,000 BTR
- Maximum Deposit: 100,000 BTR
- Easy to withdraw

2- Earn money by calling your friends! Up To 3 Level Referral Commission! You can also receive additional income on our website using our lucrative referral program, it would be a big loss not to use it! In fact, we pay not just one, but **3 LEVELS** deep! For every user signed up under your referral link, you will receive 5%, 3% and 2% of whatever they deposit. With our Affiliate program you can build a long term stable & passive income on the Internet.



What is the minimum amount required to open an account?

- Investment limits are Min: 10,000 BTR & Max: 100,000 BTR
- Package activation will be done once your payment is confirmed

Can I have more than one account?

- No. You can have only one account using one email id.

If I change my mind, can I get refund?

- No. After purchasing a package, you cannot get refund or close your account by getting amount back in any circumstances.

What is the minimum withdrawal amount, when can I make a request and when will I be paid?

- Minimum Withdrawal: 500 BTR
- Max withdrawal: 10,000 BTR
- Withdrawal will be proceeded in 72 working hours.





8 - TEAM & ACCOMPLISHMENTS

The Bitether (BTR) team combine years' of experience in finance, technology, blockchain and senior business leadership. Currently BTR has 10 team members, coming from 3 different countries, giving a decentralized team a whole new meaning.

Imrankhan Nagori

Founder & CMD, Bitether eSolutions Pvt. Ltd. (<https://www.linkedin.com/in/imrankhan-nagori-9b167b69/>)

Fahim Altinordu

Project Promotion Head at Bitether eSolution Pvt. Ltd. (<https://www.linkedin.com/in/fahimalt%C4%B1nordu/>)

Yash Upadhyay

SMO/SEO Executive at Bitether eSolution Pvt. Ltd. (<https://www.linkedin.com/in/yash-upadhyay-bb65a1117/>)

Richa Jonwal

Admin Executive at Bitether eSolution Pvt. Ltd. (<https://www.linkedin.com/in/richa-jonwal-ba2146140/>)

Parmi Patel

Back Office Assistant at Bitether eSolution Pvt. Ltd. (<https://www.linkedin.com/in/parmi-patel-81a43516a/>)

Priti Macwan

Admin executive at Bitether eSolution Pvt. Ltd. (<https://www.linkedin.com/in/priti-macwan-35520513b/>)

Mubasshira Marfatiya

Operation Executive at Bitether eSolution Pvt. Ltd. (<https://www.linkedin.com/in/mubasshira-marfatiya-98843316a/>)

Bhoomi Patel

Back Office Assistant at Bitether eSolution Pvt. Ltd. (<https://www.linkedin.com/in/bhoomi-patel-a2b338163/>)

Maulik Varu

Graphic Designer at Bitether eSolutions Pvt. Ltd. (<https://www.linkedin.com/in/maulik-varu-032880a1/>)

Nadim Mirza

Store Manager at Bitether eSolution Pvt. Ltd. (<https://www.linkedin.com/in/nadim-mirza-996399169/>)





9 - ECOSYSTEM

9.1 - Where we are listed

We are targeting to list BTR on top 100 CMC listed exchanges. You can buy/sell BTR with other cryptocurrencies. There are options to exchange Bitcoin & Ethereum for BTR on cryptocurrency exchanges such as **Mercatox**, **DDEX**, **Token Store**, **Tokenjar** and **EINAX**. BTR is available to be purchased directly with fiat currency. Here is the exchange that provide the option to buy BTR with currencies (USD) **Altilly**. SimpleSwap offers a safe and fast way to exchange BTR among other Cryptocurrencies listed in exchange.

SimpleSwap: <https://simpleswap.io/>

Tokenjar: <https://tokenjar.io/BTR>

Token Store: <https://token.store/trade/0x499a6b77bc25c26bcf8265e2102b1b3dd1617024>

Altilly:

https://www.altilly.com/market/BTR_BTC

https://www.altilly.com/market/BTR_ETH

https://www.altilly.com/market/BTR_USDT

DDex: <https://ddex.io/trade/BTR-ETH>

Mercatox:

<https://mercatox.com/exchange/BTR/BTC>

<https://mercatox.com/exchange/BTR/ETH>

Einax: <https://einax.com/>

9.2 - Get your mobile wallet

BTR is integrated to Coinomi and Trust wallet, which are mobile platforms (iOS & Android available) and provide free and secure cryptocurrency wallet and payment solutions for businesses and private deals.

Trust wallet: <https://trustwalletapp.com/>

Coinomi: <https://www.coinomi.com/>

9.3 - Explorer

Explorer allows you to search for the transactions, addresses, tokens, throughput and other statistics.

<https://ethplorer.io/address/0x499a6b77bc25c26bcf8265e2102b1b3dd1617024>

<https://etherscan.io/token/0x499a6b77bc25c26bcf8265e2102b1b3dd1617024>





9.4 - Supported web wallets

MEW: <https://www.myetherwallet.com/>

9.5 - Supported market cap websites

Following websites / platforms provide an overview of the cryptocurrency market capitalizations. These are just a tool and resource website that provides data on Bitether (BTR), supply, trading volume, exchange platforms and many other information regarding digital assets.

CoinMarketCap: <https://coinmarketcap.com/currencies/bitether/>

CoinMarketDaddy: <https://coinmarketdaddy.com/currencies/token/bitether/btr/>

Coingecko: <https://www.coingecko.com/en/coins/bitether>

Coinlib: <https://coinlib.io/coin/BTR/Bitether>

Bitgur: <https://bitgur.com/coin/BTR>

10 - BITETHER TOKEN SALE TERMS

PLEASE READ THESE SALE TERMS CAREFULLY. NOTE THAT SECTION 18 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE BTR.

Your purchase of Bitether tokens (“**BTR**”) during the private token sale as defined below, from BITETHER eSOLUTION (the “**Company**,” “we,” or “us”) is subject to these terms of sale (“**Terms**”). Each of you and Company is a “**Party**” and, together, the “**Parties**.”

By purchasing BTRs from us during the Sale, you will be bound by these Terms and any terms incorporated by reference. If you have any questions regarding these Terms, please contact us at business@bitether.org

You and Company agree as follows:

1. **Commencement and Duration of Sale.** The Company will conduct an ICO of BTRs (the “**Sale**”), which will begin at 8:00 AM on September 18th, 2017 (the “**Launch Date**”) and the end date 30th April 2018 or when ICO 343,750,000 BTR has been sold whichever is earlier.
2. **Eligibility.** In order to be eligible to participate in the Sale you must be registered as a member. In addition, a prospective purchaser must provide us with contact





information (your “**User Credentials**”), proof of identity, and other information. You must also have an Ethereum wallet that supports the ERC-20 token standard in order to receive any BTRs you purchase from us and provide us the address for that wallet. We reserve the right to prescribe additional guidance regarding specific wallet requirements. If you select bitcoin (“**BTC**”) as your Payment Currency (as defined below) you must provide us with a refund address to receive any necessary refunds (the “**Refund Address**”). Any refunds will be made in the Payment Currency not in USD. **In the event you supply an incorrect or incomplete Refund Address or BTR Receipt Address we are not responsible for any delays, losses, costs, non-delivery of refunds or of BTRs, or other issues arising from the failure to provide, or providing an inaccurate or incomplete Refund Address or BTR Receipt Address. If you already possess BTRs prior to the Launch Date, you are not eligible to participate in this Sale.**

3. Purchase and Sale of BTRs.

- a. **Price; Payment Currencies.** The USD price per BTR is \$0.01 (“**Price per BTR**”). In the second phase of ICO, the rate of BTR will increase gradually as per the demand increases for the period of next 100 days till the listing of BTR on exchange. While the Price per BTR is set in USD, you may pay for BTRs in either USD, Ether (“**ETH**”), BTC or others (each, a “**Payment Currency**”).
- b. **Purchase Procedure.** After logging into the Sale portal via a web browser, you will be contacted by Bitether eSolutions to conduct the purchase. You will need to supply proof of identity, and other information, and will be prompted to select an amount of BTR to purchase. We reserve the right, in our sole discretion, to modify any of the procedures described herein to account for network congestion or other technical challenges.
- c. **Purchase Price.** Your quoted “Purchase Price” in the selected Payment Currency is equal to the USD value of the purchase amount divided by the Exchange Rate (as defined below). The “Exchange Rate” will be the exchange rate between USD and your selected Payment Currency as sourced by the Company from coinmarketcap.com at the approximate time your purchase request is processed. For the avoidance of doubt, to the extent the Exchange Rate varies from the then-current rate on coinmarketcap.com, the Exchange Rate will apply.
- d. **Purchase Price Must Be Received in Full Within Six Hours.** If we have not received the payment of the full Purchase Price in accordance with these Terms within six (6) hours of the time that you receive your payment instructions, we reserve the right to void your purchase request and refuse to accept your payment of the Purchase Price. For the avoidance of doubt, the Purchase Price will be deemed to be paid in full once we have received three (3) network confirmations of the transaction. We reserve the right, in our sole discretion, to modify or extend any of the timelines described herein to account for network congestion or other technical challenges or delays.





- e. **Payment of Purchase Price.** You must pay the Purchase Price by sending the correct quantity of BTC, ETH, or USD (but not a combination) to the unique address displayed to you via the Sale portal. Your purchase is not guaranteed until we receive the full amount of the Purchase Price.
 - f. **One Purchase Per Purchaser.** You will only be allowed to make one purchase during the Sale. You agree not to allow anyone to use your Bitether Account or share your User Credentials with any other person for the purpose of facilitating their unauthorized access to the Sale. If you do share your User Credentials with anyone we will consider their activities to have been authorized by you. You alone are responsible for any acts or omissions that occur during the Sale through the use of your User Credentials. We reserve the right to suspend or block your access to the Sale upon suspicion of any unauthorized access or use, or any attempt thereof, by anyone associated with your User Credentials.]
 - g. **Delivery of BTRs.** Company will deliver the quantity of BTRs you purchase within five (5) days from the date Company (i) receives your payment, (ii) receives your complete and accurate BTR Receipt Address, (iii) approves your Accredited Purchaser status, and (iv) you confirms your identity.
4. **Scope of Terms.**
 - a. Unless otherwise stated herein, these Terms only govern your purchase of BTR from Company during the Sale.
 - b. Any use of BTR in connection with providing or receiving Services in the Bitether eSolutions may be governed by other applicable terms and conditions and policies.
 5. **Cancellation; Refusal of Purchase Requests.** All purchases of BTR from us during the Sale are final, and there are no refunds or cancellations except as set forth herein or as may be required by applicable law or regulation. We reserve the right to refuse or cancel Token purchase requests at any time in our sole discretion.
 6. **BTR Creation and Allocation.** Important information about the Company's creation and intended use of the BTR is provided in [Exhibit B](#). By purchasing BTR, you acknowledge that you have read, understand, and have no objection to [Exhibit B](#).
 7. **Acknowledgment and Assumption of Risks.** You acknowledge and agree that there are risks associated with purchasing, owning, and using BTR for the provision or receipt of Services in the Bitether eSolutions, as disclosed and explained in [Exhibit C](#). BY PURCHASING BTR, YOU EXPRESSLY ACKNOWLEDGE AND ASSUME THESE RISKS.
 8. **Security.** You are responsible for implementing reasonable measures for securing the wallet, vault, or other storage mechanism you use to receive and hold BTR purchased from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials





are lost, you may lose access to your BTR. We are not responsible for any losses, costs, or expenses relating to lost access credentials.

9. **Personal Information.** We may determine, in our sole discretion, that it is necessary to obtain certain information about you in order to comply with applicable laws or regulations in connection with selling BTR to you. You agree to provide us such information promptly upon request and acknowledge that we may refuse to sell BTR to you until you provide such requested information and we have determined that it is permissible to sell you BTR under applicable laws or regulations.
10. **Taxes.** Any amounts that you pay for BTR are exclusive of all applicable taxes. You are responsible for determining what, if any, taxes apply to your purchase of BTR, including, for example, sales, use, value added, and similar taxes. It is also your responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. We are not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from your purchase of BTR.
11. **Representations and Warranties.** By sending ETH or BTC to purchase BTR from us, you represent and warrant that:
 - a. You have read and understand these Terms (including all Exhibits);
 - b. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING BTR, OWNING BTR, AND USING BTR FOR THE PROVISION OR RECEIPT OF SERVICES IN THE Bitether eSolutions INCLUDING (BUT NOT NECESSARILY LIMITED TO) THE RISKS DESCRIBED IN EXHIBIT C;
 - c. You have sufficient understanding of technical and business matters (including those that relate to the Services), cryptographic tokens, token transactions, token storage mechanisms (such as token wallets), and blockchain technology to understand these Terms and to appreciate the risks and implications of purchasing BTR, including but not limited to (i) the irreversibility of transactions; (ii) that in the event you improperly send tokens to the incorrect address it may result in loss of the tokens; (iii) that you must keep your private key(s) secret, because anyone who you share your private key with will be able to send tokens from that address;
 - d. You understand the restrictions and risks associated with the creation of BTR as set forth herein, and acknowledge and assume all such risks;
 - e. You have obtained sufficient information about the BTR, the Services and the Bitether eSolutions to make an informed decision to purchase BTR, and participate in the development of Bitether eSolutions before its launch. You understand that by participating in this token sale the tokens to be received are ERC-20 tokens.
 - f. You understand that the BTR confer only the right to provide and receive Services in the Bitether eSolutions and to contribute to the technical





- development of the Bitether eSolutions), and confer no other rights of any form with respect to the Bitether eSolutions, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- g. You are being aware of the commercial risks associated with the Company. You are not purchasing BTR for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
 - h. Your purchase of BTR complies with applicable laws and regulations in your jurisdiction, including, but not limited to, (i) legal capacity and any other threshold requirements in your jurisdiction for the purchase of the BTR and entering into contracts with the Company, (ii) any foreign exchange or regulatory restrictions applicable to such purchase, and (iii) any governmental or other consents that may need to be obtained;
 - i. You will comply with any applicable tax obligations in your jurisdiction arising from your purchase of BTR;
 - j. If you are purchasing BTR on behalf of any entity, you are authorized to accept these Terms on such entity's behalf and that such entity will be responsible for breach of these Terms by you or any other employee or agent of such entity (references to "you" in these Terms refer to you and such entity, jointly);
 - k. You are not (i) a citizen or resident of a geographic area in which access to or use of the Services or the acceptance of delivery of the BTR is prohibited by applicable law, 6 decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services. If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf.

12. Indemnification.

- a. (a) To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "**Company Parties**") from and against all claims, demands, actions, damages,





losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your purchase or use of the Tokens, (ii) your responsibilities or obligations under these Terms, (iii) your violation of these Terms, or (iv) your violation of any rights of any other person or entity.

- b. (b) Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under Section 14(a). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

13. Disclaimers.

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, (A) THE BTR ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE BTR, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, (B) WE DO NOT REPRESENT OR WARRANT THAT THE BTR ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE BTR WILL BE CORRECTED, AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE BTR OR THE DELIVERY MECHANISM FOR BTR ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- b. Some jurisdictions do not allow the exclusion of certain warranties or disclaimer of implied terms in contracts with consumers, so some or all of the exclusions of warranties and disclaimers in this Section 15 may not apply to you.

14. Limitation of Liability.

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) IN NO EVENT WILL THE COMPANY OR ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPANY AND THE COMPANY PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE





TERMS OR THE USE OF OR INABILITY TO USE THE TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE TOKENS.

- b. THE LIMITATIONS SET FORTH IN SECTION 16(a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF THE COMPANY.
 - c. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this Section 16 may not apply to you.
15. **Release**. To the fullest extent permitted by applicable law, you release the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between participants in the Bitether eSolutions and the acts or omissions of any third parties.
16. **Dispute**.
- a. **Binding Arbitration**. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") in which either Party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Company (i) waive your and the Company's respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your and the Company's respective rights to a jury trial. Instead, you and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).
 - b. **No Class Arbitrations, Class Actions or Representative Actions**. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.
 - c. **Federal Arbitration Act**. The enforceability of this Section 18 will be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.





- d. **Notice; Informal Dispute Resolution.** Each Party will notify the other Party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at business@bitether.org. Notice to you shall be by email to the email address you provide to us. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable Party, then either you or the Company may, as appropriate and in accordance with this Section 18, commence an arbitration proceeding or, to the extent specifically provided for in Section 18(a), file a claim in court.
 - e. **Process.** Any arbitration will occur in King County, Washington. Arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference. The state and federal courts located in King County, Washington will have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county where you reside if the Dispute meets the requirements to be heard in small claims court.
 - f. **Authority of Arbitrator.** As limited by the FAA, these Terms, and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
 - g. **Rules of JAMS.** The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.
17. **Governing Law and Venue.** These Terms will be governed by and construed and enforced in accordance with the laws of the state of Washington, without regard to conflict of law rules or principles (whether of the state of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out or relating to these Terms that is not subject to arbitration or cannot be heard in small claims court will be resolved in the





state or federal courts of the state of Washington and the United States, respectively, sitting in King County, Washington.

18. **Severability**. If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

19. **Miscellaneous**. These Terms constitute the entire agreement between you and us relating to your purchase of Tokens from us. We may assign our rights and obligations under these Terms. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing Tokens from us does not create any form of partnership, joint venture, or any other similar relationship between you and us. Except as otherwise provided in herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.





EXHIBIT A

Description of Company, and BTR

Name: BITETHER Ticker: BTR The Bitether (BTR) is a token based on the ERC20 standard established by Ethereum. Bitether provides end-to-end solutions for E-Commerce Marketplace and Online Cryptocurrency Payment powered by the Ethereum Blockchain. Contract: 0x499A6B77bc25C26bCf8265E2102B1B3dd1617024 Total Supply: 550.000.000 BTR The total supply is 550.000.000 BTR and this is locked limited supply. Why is the total supply of BTR big? Because we think global, there is enough crypto for the entire human race, even the day a satoshi becomes equal to 1 cent (maybe in 10–15 years).

Bitether is opening a new era of cryptofinance for the Internet of Values. By cooperating with financial institutions, cryptocurrency companies, 3rd party app developers, academia and the broader cryptocurrency community, BTR is building a broad finance ecosystem on the blockchain. Thus, our aim is to make Bitether (BTR) an incredible Payment Gateway for online and offline users till 2025.

As well as integrated into most of the e-commerce platforms, Bitether eSolution Pvt. Ltd. aims to launch its new companies where you can use BTR as a payment token;

I) Crypto Industry:

- Crypto Mining Farm (China)
- Grow Bitether
- Crypto Industry News Channel (<https://www.cryptoworldtalk.com/>)
- World's largest ICO Data Bank (<https://www.icodataworld.com/>)

II) Fitness Industry:

- Well Equipped World Class Corporate Gym (I Gymholic) in Ahmedabad
- Whey Proteins, BCAA & Supplements Manufacturer (Launching in Sept. 2019)

III) Food & Beverages Industry:

- India's Largest Range of Organic Products Manufacturer (Launching in Aug. 2019)
- Real Mix Energy Drink State Franchisee holder of Rajasthan

IV) e-Commerce Industry:

- India's First ever online shopping portal with upto 100% cashback with some unique (bitethermall.com)





V) Real Estate Industry:

- Residential Plotting Schemes of $254 + 268 = 522$ Plots near Ahmedabad named “Parshwa Greens” situated at Shankheshwar (Land of World’s Famous Ancient Jain Temples)

EXHIBIT B

Creation and Allocation of Tokens by Company

At present BTR tokens are generally not widely available, and until the Bitether eSolution is closer to a release date its tokens are as of this time not planned to be widely available.

Initially, 550,000,000 Bitether were created. On 18th Sept. 2017, Pre launch of ICO started at \$0.01 per BTR. No additional BTRs will be created for any reason. There are no plans at this time to burn any additional BTRs.

Bitether eSolution’s governance of the token is ultimately controlled by voting of the members, and the voting body of members has broad powers to control and to make changes to the Bitether eSolution protocol and tokens.



**EXHIBIT C****Certain Risks Relating to Purchase, Sale, and Use of Bitether**

BY PURCHASING AND USING TOKENS YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS ASSOCIATED WITH PURCHASING AND USING TOKENS AND ASSUME THOSE RISKS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING RISKS:

- a) You acknowledge that you are aware of the risks of the loss of your private key(s), such as by your forgetting where your private keys are stored, accidental deletion, or other error, which will cause the loss of your tokens.
- b) You acknowledge that hackers or other malicious groups may attempt to interfere either with the Company or with you, in an attempt to obtain tokens, such as by obtaining your private key from your computer, by deceiving you into telling them your private key, or by some other method. Hackers may also attack the Bitether eSolution itself, such as by denial of service attacks, consensus attacks, or other hacks, creating a risk of harm arising from cyber-attacks on the network. Bitether is not responsible for lost or stolen private keys, or for private keys you give to hackers, whether by cyber-attack, deception, or some other means.
- c) You acknowledge that the tokens may have no secondary market value, or may be extremely illiquid, as their principal purpose is to be used to obtain computation or other network resources from the Bitether eSolution. Even if secondary trading of tokens is facilitated by third-party exchanges, such value may be extremely volatile or near-zero. In the event the token's value decreases, there is no public insurer or private insurance arranged by the Company, to offer recourse to you.
- d) As a consequence of this early stage of development, errors or unexpected behavior in smart contracts or due to other unexpected bugs or problems may cause unexpected behavior, including but not limited to loss of tokens, or the consumption of a greater quantity of tokens than estimated to perform a particular task.
- e) You acknowledge that, if you intend to operate a node on the Bitether eSolution, that you may incur costs including but not limited to purchasing or setting up computers and software, and that your fees collected may be small, or nonexistent. You set up your node at your own risk, and the Company is not responsible in the event your node does not collect fees, or for any costs you incur in configuring or operating your node, in any respect.
- f) You acknowledge that, if you intend to contribute any code or software development work that any code you write or execute may not function correctly. And that the Company is not responsible for any harm that may result from your code or software functioning improperly, as errors are to be expected so they may be identified and corrected. Bitether is not responsible for any





business losses or loss of revenue resulting from either excessive or incorrect use of the network.

- g) You acknowledge that you are responsible for your actions using the network, including any transactions, code, or other contributions or commands given to the network. And you acknowledge that the Company is not responsible for the actions of others using the network, which could result in harm to you or others.
- h) You acknowledge that tokens confer no governance rights of any kind, and that decisions involving the Company's products or services will be made by the Company at its sole discretion. The membership and/or the directors of the Company may make decisions which affect the Bitether eSolution and its associated tokens. These decisions may adversely affect the utility of any tokens you own.
- i) You acknowledge that the regulatory status of cryptographic tokens is an area of great uncertainty, and that tokens may face significant regulatory change in the future. It is difficult to predict how or whether legislatures or regulatory agencies around the world will treat blockchains and tokens. It is possible regulatory actions will negatively impact the Bitether eSolution and its tokens in a number of different ways, including but not limited to potentially being prohibited or requiring registration or licensing. The Company may cease operations in areas where regulatory or legislative changes make it unviable or commercially undesirable to continue to operate in that jurisdiction.
- j) You acknowledge that tokens face uncertain tax treatment. You must seek your own tax advice concerning tokens, and purchase or use of tokens may result in adverse tax consequences.
- k) You acknowledge that the Company may, due to any number of reasons in the future, including but not limited to poor demand for its services, failure of commercial relationships, intellectual property challenges, etc., the Company may no longer be viable to operate and may dissolve.
- l) You acknowledge that cryptographic tokens are a new and untested technology, and that there may be additional risks associated with your purchase and usage of the tokens, potentially including unanticipated risks.





12 - LEGAL OPINION

Please consider this letter as the legal opinion in regard to Bitether Token Initial Crypto Offering made (hereinafter BTR ICO) by Bitether eSolution (incorporated under the laws of India with registration number: U74999GJ2017PTC099725 having legal address at Rangrej Vado , Rasaniya Vado, Patan, Patan, Gujarat, India, 384265.

This legal Opinion is prepared by Imrankhan Nagori (incorporated under the laws of India) on behalf of the Company. The purpose of the present document is to provide you with our private Professional opinion in respect to compliance of White Paper and BTR ICO with applicable Indian legislation. The Opinion is subject to limitations, assumptions and disclaimers defined herein.

DOCUMENTATION

For the purposes of issuance of this Opinion, we have examined the following documents (hereinafter the Documentation):

- White Paper of Bitether;
- Civil code of India;
- Law of India on Entrepreneurs of India;
- Law of India on Licenses and Permits;
- Law of India on Securities Market;
- Law of India on Cheques;
- Law of India on Bills of Exchange;
- Law of India on Promotion and Guarantees of Investment Activity;
- The warning of the National Bank of India, 20.01.2017
- Such other laws, regulations, certificates, and documents as we have considered necessary or desirable to examine.

ASSUMPTIONS AND DISCLAIMER

This Opinion is meant to serve as our legal analysis of the BTR ICO and conclusion are limited to the matters expressly stated herein, are fully based on information and material furnished to us by the Company, and no opinion or conclusion is to be inferred or may be implied beyond the opinions and conclusions expressly set forth herein.

This Opinion is written in good faith, and cannot be deemed as guarantee or obligation, ground of liability of the present document, specifically with respect to its consideration by courts, authorities and in litigation proceedings, as they may have different views that those expressed in the Opinion.

It should be noticed that the legal analysis herein may be updated in the future as the law in this area develops. Furthermore, the below analysis is strictly theoretical, as no cases, that we are aware of, which are relevant to the subject matter, have been tested yet in courts to date and regulatory





authorities of India does not determine clear approach to crypto currencies (including ICOs) regulations. Therefore, we do not issue any opinion or predictions in respect to possible future regulations of crypto currencies by the respective regulatory authorities or potential interpretation of the matter by court and/or authorities.

The Opinion speaks only at and of its date and is based solely on the Documentation and further information provided by the Company. Except as stated in this Opinion, without any independence verification or investigation, BITETHER have assumed that:

Information (including factual circumstances, documents) supplied by the Company is true, complete and accurate and the Company warrants, endorses, guarantees, and assumes liability on accuracy and reliability of the provided information; and We assume the genuineness of all signatures on all documents forming part of supplied documents;

For the purposes of issuance of the Opinion we have assumed without further inquiry that all factual circumstances stated in the White Paper are a true and correct representation of actual circumstances surrounding the White Paper and insofar as such factual circumstances are not or may turn out to be not true and correct, they will have no adverse effect on the opinions stated herein.

Further, and for the avoidance of doubt, we understand and state herein that our instructions do not amount to: Comment on the commerciality of the transactions/arrangements to which the White Paper refers; and/or Comment on the legal implications of the White Paper and transactions mentioned therein where they are governed by a law other than that of India; and/or Comment upon technical affairs of the Company. Furthermore, this Opinion approaches only legal and documental aspects of the White Paper and transactions mentioned therein and therefore no factual, physical or real situations have been examined and no verification has been done in order to confirm the factual accuracy of the information provided save as stated in this Opinion.

We do not express any opinion herein concerning any law other than Indian law. No opinion is expressed herein with respect to the qualification of any matters herein under laws of any foreign jurisdiction.

For the purposes of this Opinion, the "Laws of India" shall mean the constitution of India and all laws, decrees, regulations, instructions, orders and other normative acts of the country of India which are officially and actually published (irrespective of notation of the publication date) and are effective on or prior to the date hereof. This Opinion does not constitute an advice or recommendation in respect of any transactions within the scope of BTR ICO and should not be treated as such.





Under no circumstances BITETHER Legal or its affiliates, partners shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special, incidental, exemplary or consequential loss, damages resulted from reliance on this Opinion. We are not responsible to any entity or natural person for decisions made based the Opinion in respect to any and all transactions within the scope of ICO proposed by the Company.

Any unauthorized use of the content contained in this Opinion may violate copyright laws, confidentiality, and/or other regulations. None of the content shall be applicable to other legal entities or natural persons rather than the Company. Given the nature of and speed with which ICOs and Blockchain technologies are developed and since legal advice must be tailored to the specific circumstances of each case, and laws are permanently changing, the opinions and thoughts enclosed in this Opinion are of a current nature and might be subject to change after issuance of the Opinion. BITETHER Legal does not guaranty the accuracy, adequacy, validity, reliability, availability or completeness of any information provided herein after issuing of this opinion. We assume no obligation to revise or supplement this Opinion or advise you of any changes in any matter set forth herein after the effective date of this legal Opinion.

Any disputes or matters arising out of or related to use of this Opinion shall be governed under the laws of India without regard to the conflict of laws and provisions thereof. Any legal proceeding arising under or in relation to this Opinion shall be resolved in the competent courts of India according to the Laws of India.

EXECUTIVE SUMMARY

Subject to the foregoing, we hereby provide you with our opinion concerning the legal compliance of the BTR ICO which is intended to be conducted by the Company to the applicable Indian legislation:

- White Paper and transactions mentioned therein are in compliance with Indian Law and issuance of BTR Token within the scope of BTR ICO does not constitute breach of Indian legislation;
- White Paper and transactions mentioned therein are enforceable under Indian Law;
- A-iliate - means with respect to BITETHER any Person directly or indirectly controlling, controlled by or under common control with BITETHER (for purposes of this definition, "control" means the power to direct the management or policies of a Person, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise, provided that "controlling" and "controlled" have corresponding meanings).





- National Bank of India (NBI) does not regulate issues concerning cryptocurrencies including initial cryptocurrency offering to the public;
- BTR Tokens do not constitute investment securities (whether equity or debt securities);
- Offer of BTR Tokens to the public via BTR ICO shall not be deemed as public offer of investments securities subject to NBI approval and supervision;
- Indian Law does not provide any definition of crypto currency. Due to absence of such definition it can be concluded that from legal perspective crypto currencies include characteristics of intangible assets as per Civil Code of India;
- Issuance of and/or trading with crypto currencies are not subject to any licenses and/or permits under Indian legislation. Therefore, the Company does not require any license and/or permit for issuance of and trading with BTR Tokens within the scope of BTR ICO;
- The Company is entitled to conduct BTR ICO in accordance with terms and conditions of White Paper.

LEGAL OPINION

Validity and Enforceability of White Paper

The prescribed business plan in the form as provided in the White Paper prescribed hereto, should not contradict to statutory provisions of Indian legislation, general legal principles set out therein and to Civil Code of India, which determines the legal framework for contracts and relationships of civil character. Therefore, White Paper transactions mentioned therein are valid and enforceable do to the following:

Regulatory authority

Currently neither the National Bank of India nor any other Indian public authority regulates or supervises the transactions or operations by means of or related to cryptocurrencies. According to Article 3 of Law on National Bank of India, is the National Bank of India (hereinafter the NBI) responsible for implementation of monetary policy in accordance with the main directions of the monetary and foreign exchange policy defined by the Parliament of India. Also, it is a supervision body over the financial system and protecting the rights of the financial sector's consumers as well as investors.

In such circumstances and having regard to the fact that ICO is perceived as a set of financial transactions which involves public offering of virtual assets and participation of investors, White Paper and transactions mentioned therein should have been subject to the authority of the NBI.





However, nothing in Indian legislation indicates that organizers of the ICOs are accountable to the NBI. Neither there is any reference that the NBI regulates ICOs. Furthermore, the NBI made a public statement where it advised the citizens of India that “cryptocurrencies are beyond National Bank’s scope of regulations”. Though the statement is dated back by 20 December 2017, nothing contrary has been stated since then.

Investment securities

The Tokens and ICO in question may be subject to Securities Law (as defined below), however it is not de facto regulated by the National Bank of India. According to National Bank of India, the mining as well as trading by the cryptocurrencies is not regulated in any way by the NBI.

According to the Law of India on Securities Market (“Securities Law”), the security (securities) are defined as transferable financial instruments and rights that may be publicly offered in the form of equity securities or debt securities (or their combination) or that may be converted into such securities, or that carry the right to subscribe or to purchase such securities, and investment contracts and other instruments and rights related to securities. Pursuant to the Securities Law, the security may be dematerialized, which means that it is not available in paper form but exists in the form of a record in the securities register or in the records of nominee holders in the name of the registered owner or the nominee holder. The publicly traded securities are considered a class of securities offered by way of public offering and/or admitted for trading on stock exchange.

Securities can be categorized into two broad groups: (i) equity securities; and (ii) debt securities. According to the Securities Law, the equity securities mean a security confirming the ownership interest of the owner in an enterprise, while debt securities means a security that confirms the right to receive a specified principal amount, with or without interest, debt securities include government securities.

According to the White Paper at issue, the Token Holders (as defined in the White Paper) do not become the shareholder of the legal entity – Bitether eSolution by receiving the ownership title in the Tokens. None of the rights of the Token Holders constitute right of a shareholder as defined in Indian Law. According to the White Paper token holders are entitle to certain compensation from the Company (compensation in the form of allocation of additional Tokens, etc.). We are of the opinion that such compensation does not constitute dividends as per Indian legislation. Therefore, BTR Token shall not be classified as equity securities. Furthermore, BTR Tokens do confirm any right of Token holders for receiving the principal amount (with or without interest) from the Company or any other third party based solely on such ownership title. Thus, the Tokens shall not be qualified as debt





securities. We are not aware of any fact of NBI treating crypto currencies as investment securities requiring their offering to be subject of the relevant regulations applicable to investments securities under Indian Law.

Public offering of securities

Since as stressed above BTR Tokens are not supposed be qualified as investment securities, their offerings to the public via BTR ICO shall not be deemed as public offer of investments securities subject to NBI approval and supervision.

Intangible assets

Indian law does not provide any definition of crypto currency. However, we believe that nature of crypto currencies includes characteristics of intangible assets as defined by Civil Code of India.

License and Permits

Under the Law of India on Licenses and Permits, the cryptocurrency mining and/or trading of cryptocurrency is not considered as activities subject to any licenses and/or permit. Therefore, the Company does not require any license and/or permit in respect to conducting BTR ICO.

12 - CONTACTS & COMMUNITY

Website: <https://bitether.org/>

E-mail: info@bitether.org

Community members are always welcome to join with questions and feedback.

<https://twitter.com/Socialbitether>

<https://medium.com/@bitetherBTR>

<https://t.me/bitether>

<https://github.com/bitetherbtr/Bitether>

