

## **\$DOJO White paper:**

# **WHITE PAPER**

## **The \$DOJO**

### **Drafted under the European Markets in Crypto-Assets Regulation (EU) 2023/1114 (hereinafter referred to as “MiCA”)**

#### **00 Table of content**

#### **REGULATORY DISCLOSURES**

##### **Summary**

##### **A. Part A - Information about the offeror**

##### **Information about the offeror or the person seeking admission to trading**

- A.1 Name**
- A.2 Legal Form**
- A.3 Registered Address**
- A.4 Head Office**
- A.5 Registration Date**
- A.6 Legal Entity Identifier**
- A.7 Another Identifier Required Pursuant to Applicable National Law**
- A.8 Contact Telephone Number**
- A.9 E-mail Address**
- A.10 Response Time (Days)**
- A.11 Parent Company**
- A.12 Members of the Management Body**
- A.13 Business Activity**
- A.14 Parent Company Business Activity**
- A.15 Newly Established**
- A.16 Financial Condition for the past three Years**
- A.17 Financial Condition Since Registration**

**B. Part B - Information about the issuer**

**Information about the issuer, if different from the offeror or person seeking admission to trading**

**B.1 Issuer different from offeror or person seeking admission to trading**

**B.2 Non-applicability of Part B**

**C. Part C - Information about other persons drafting the White paper**

**Information about the operator of the trading platform in cases where it draws up the crypto-asset white paper and information about other persons drawing the crypto-asset white paper pursuant to Article 6(1), second subparagraph, of Regulation (EU) 2023/1114**

**C.1 Non-applicability of Part C**

**D. Part D - Information about the crypto-asset project**

**Information about the crypto-asset project**

**D.1 Crypto-Asset Project Name**

**D.2 Crypto-Assets Name**

**D.3 Abbreviation**

**D.4 Crypto-Asset Project Description**

**D.5 Details of all persons involved in the implementation of the crypto-asset project**

**D.6 Utility Token Classification**

**D.7 Key Features of Goods/Services for Utility Token Projects**

**D.8 Plans for the Token**

**D.9 Resource Allocation**

**D.10 Planned Use of Collected Funds or Crypto-Assets**

**E. Part E - Information about the offer to the public**

**Information about the offer to the public of crypto-assets or their admission to trading**

**E.1 Public Offering or Admission to Trading**

**E.2 Reasons for Public Offer or Admission to Trading**

**E.3 Fundraising Target**

**E.4 Minimum Subscription Goals**

**E.5 Maximum Subscription Goal**

**E.6 Oversubscription Acceptance**

**E.7 Oversubscription Allocation**

**E.8 Issue Price**

**E.9 Official Currency or Any Other Crypto-Assets Determining the Issue Price**

**E.10 Subscription Fee**

**E.11 Offer Price Determination Method**

- E.12 Total Number of Offered Crypto-Assets**
- E.13 Targeted Holders**
- E.14 Holder Restrictions**
- E.15 Reimbursement Notice**
- E.16 Refund Mechanism**
- E.17 Refund Timeline**
- E.18 Offer Phases**
- E.19 Early Purchase Discount**
- E.20 Time-Limited Offer**
- E.21 Subscription Period Beginning**
- E.22 Subscription Period End**
- E.23 Safeguarding Arrangements for Offered Funds/Crypto-Assets**
- E.24 Payment Methods for Crypto-Asset Purchase**
- E.25 Value Transfer Methods for Reimbursement**
- E.26 Right of Withdrawal**
- E.27 Transfer of Purchased Crypto-Assets**
- E.28 Transfer Time Schedule**
- E.29 Purchaser's Technical Requirements**
- E.30 Crypto-asset service provider (CASP) name**
- E.31 CASP identifier**
- E.32 Placement Form**
- E.33 Trading Platforms name**
- E.34 Trading Platforms Market Identifier Code (MIC)**
- E.35 Trading Platforms Access**
- E.36 Involved Costs**
- E.37 Offer Expenses**
- E.38 Conflicts of Interest**
- E.39 Applicable Law**
- E.40 Competent Court**

**F. Part F - Information about the crypto-assets**

**Information about the crypto-assets**

- F.1 Crypto-Asset Type**
- F.2 Crypto-Asset Functionality**
- F.3 Planned Application of Functionalities**

- F.4 Type of white paper**
- F.5 The type of submission**
- F.6 Crypto-Asset Characteristics**
- F.7 Commercial name or trading name**
- F.8 Website of the issuer**
- F.9 Starting date of offer to the public**
- F.10 Publication date**
- F.11 Any other services provided by the issuer**
- F.12 Identifier of operator of the trading platform**
- F.13 Language or languages of the white paper**
- F.14 Digital Token Identifier Code used to uniquely identify the crypto-asset or each of the several crypto assets to which the white paper relates, where available**
- F.15 Functionally Fungible Group Digital Token Identifier, where available**
- F.16 Voluntary data flag**
- F.17 Personal data flag**
- F.18 LEI eligibility**
- F.19 Home Member State**
- F.20 Host Member States**

**G. Part G - Information on the rights and obligations attached to the crypto-assets**

**Information on the rights and obligations attached to the crypto-assets**

- G.1 Purchaser Rights and Obligations**
- G.2 Exercise of Rights and Obligation**
- G.3 Conditions for Modifications of Rights and Obligations**
- G.4 Future Public Offers**
- G.5 Issuer Retained Crypto-Assets**
- G.6 Utility Token Classification**
- G.7 Key Features of Goods/Services of Utility Tokens**
- G.8 Utility Tokens Redemption**
- G.9 Non-Trading Request**
- G.10 Crypto-Assets Purchase or Sale Modalities**
- G.11 Crypto-Assets Transfer Restrictions**
- G.12 Supply Adjustment Protocols**
- G.13 Supply Adjustment Mechanisms**
- G.14 Token Value Protection Schemes**
- G.15 Token Value Protection Schemes Description**

**G.16 Compensation Schemes**

**G.17 Compensation Schemes Description**

**G.18 Applicable Law**

**G.19 Competent Court**

**H. Part H – Information on the underlying technology**

**Information on the underlying technology**

**H.1 Distributed ledger technology**

**H.2 Protocols and Technical Standards**

**H.3 Technology Used**

**H.4 Consensus Mechanism**

**H.5 Incentive Mechanisms and Applicable Fees**

**H.6 Use of Distributed Ledger Technology**

**H.7 DLT Functionality Description**

**H.8 Audit**

**H.9 Audit Outcome**

**I. Part I – Information on risks**

**Information on risks**

**I.1 Offer-Related Risks**

**I.2 Issuer-Related Risks**

**I.3 Crypto-Assets-Related Risks**

**I.4 Project Implementation-Related Risks**

**I.5 Technology-Related Risks**

**I.6 Mitigation Measures**

**J. Information on the sustainability indicators**

**Information on the sustainability indicators in relation to adverse impact on the climate and other environment-related adverse impacts**

**J.1 Mandatory information on principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism**

**Annex: Information about offerors, persons seeking admission to trading and operators of trading platforms**

## **01 Date of notification**

This white paper was notified to the Lithuanian Financial Supervisory Authority (hereinafter referred to as the “LT-FSA”) on 2025-02-18.

## **REGULATORY DISCLOSURES**

- 02 This crypto-asset white paper has not been approved by any competent authority in any Member State of the European Union. The offeror of the crypto-asset is solely responsible for the content of this crypto-asset white paper.**
- 03 This crypto-asset white paper complies with Title II of Regulation (EU) 2023/1114 and to the best of the knowledge of the management body, the information presented in the crypto-asset white paper is fair, clear and not misleading and the crypto-asset white paper makes no omission likely to affect its import.**
- 04 The crypto-asset referred to in this white paper may lose its value in part or in full, may not always be transferable and may not be liquid.**
- 05 The crypto-asset referred to in this white paper is not covered by the investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council. The crypto-asset referred to in this white paper is not covered by the deposit guarantee schemes under Directive 2014/49/EU of the European Parliament and of the Council.**

## **Summary**

### **06 Warning**

This summary should be read as an introduction to the crypto-asset white paper. The prospective holder should base any decision to purchase this crypto-asset on the content of the crypto-asset white paper as a whole and not on the summary alone. The offer to the public of this crypto-asset does not constitute an offer or solicitation to purchase financial instruments and any such offer or solicitation can be made only by means of a prospectus or other offer documents pursuant to the applicable national law.

This crypto-asset white paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 of the European Parliament and of the Council or any other offer document pursuant to Union or national law.

### **07 Characteristics of the crypto-asset**

\$DOJO is the official Fan Token of the Ninjas in Pyjamas (NIP) esports brand. It is a utility-centric community token created to enable NIP fans to engage with the organization on-chain. The \$DOJO Token will be used directly within the NIP's native fan loyalty and engagement platform, The Dojo Platform to shape various user experiences including tiering up loyalty tiers, accessing exclusive content and exclusive selected NIP merchandise and experiences. \$DOJO tokens may also have additional utility on the Socios.com fan engagement and rewards platform subject to NIP's discretion. These utilities may include fan voting options, and a lock-for-rewards mechanism, which allows users to temporarily lock \$DOJO tokens in exchange for potential NIP rewards or prizes. However, **these features are not guaranteed and remain solely at NIP's discretion.**

Notwithstanding the aforementioned, for the avoidance of doubt, it is clarified that the \$DOJO token does not strictly qualify as a utility token under Article 3 of the *Regulation (EU) 2023/1114*,

as the associated utilities are not provided directly by the issuer and is therefore qualified as one 'other cryptoasset'.

All funds collected from the sale of \$DOJO Tokens will be classified as revenue and shared between NIP and the Offeror, i.e. a Swiss based company Socios Technologies AG ("STAG"). A portion of the proceeds will be used to fund utility provisioning for the \$DOJO Token, including the acquisition of ticketing, merchandise and experiential prizes offered as rewards to token holders.

The \$DOJO exemplifies a transparent and regulated approach to Fan Token issuance, ensuring that purchasers are informed, protected, and treated fairly under applicable European Union (hereinafter referred to as the "EU") legislation, especially *Regulation (EU) 2023/1114* ("MiCA"), which grants prospective purchasers with the following guarantees, among others:

#### **Rights and Obligations of the Purchaser:**

- Purchasers are entitled to a transparent and truthful white paper (i.e. this document), focusing on accurate disclosure of risks and other relevant details.
- EEA-based retail purchasers also benefit from the right to a withdrawal period during the public offer, which they can use to claim a refund of their contributions if they become unsure of their purchase.
- **It is made clear that any rights of the purchasers (particularly the right of withdrawal) as defined under the Regulation (EU) 2023/1114 and described in this white paper apply only to EEA-based retail purchasers.**

#### **Exercise of Rights:**

Pending the \$DOJO Token Offering ("Offering") period, EEA-based retail purchasers may claim back their Chiliz tokens ("SCHZ") from Socios Services Baltics, UAB, ("SSB") a Lithuanian-based company authorized by the FIAU in Lithuania to provide custody services acting in its capacity solely as custodian on behalf of the Offeror as required under Article 10(3) point (b) of the *Regulation (EU) 2023/1114*, if such users decide to cancel their purchase order of the \$DOJO Tokens during the subscription period.

To facilitate this, they can easily initiate the cancellation process through their transaction history within their Socios.com digital wallet ("Socios.com Wallet"). A "Cancel" button will be available next to the relevant transaction entry. Upon selecting this option, a \$DOJO purchaser will be prompted to confirm their cancellation request. Once confirmed, a new transaction entry will appear in the user's transaction history, confirming the request is being processed. Once confirmed, the refund process will be initiated immediately. The corresponding amount of SCHZ will be returned to the participant's Socios.com Wallet, with the refund being processed as soon as the blockchain network completes the necessary transactions. The exact timing of the refund will depend on network conditions, but the process is designed to ensure the fastest possible settlement.

In the event of public offer cancellation, all participants are entitled to a full refund. The refunds will be initiated by the custodian engaged by the offeror, i.e. SSB, directly to the users' Socios.com Wallets.

#### **Modification of Rights and Obligations:**

- Rights and obligations of \$DOJO purchasers are fixed and cannot be modified arbitrarily. Any changes would need to align with MiCA's requirements and be clearly disclosed in the subsequently updated white paper and related documentation.

- Due to the limited duration of the public offer, no modifications to the outlined rights or obligations are expected during the subscription period.

#### 08 Key information about the offer to the public or admission to trading

The \$DOJO public offer is structured as a “fair-launch Fan Token Offering” with no pre-sale and equal access for all participants. The offer targets retail investors, with the following key details:

<b>Total offer amount</b>	<b>= 75,000 \$DOJO tokens offered to the public x amount of \$CHZ equivalent to 1 USD per \$DOJO token= Amount of \$CHZ equivalent to USD 75,000</b>
<b>Total number of \$DOJO tokens to be offered to the public</b>	<b>= 75,000 \$DOJO tokens</b>
<b>Subscription period</b>	<b>(i) 24.06.2025 at 14:00 CEST to 24.06.2025 at 23.59 CEST or (ii) until the total number of \$DOJO offered to the public are effectively sold, whichever occurs first</b>
<b>Minimum and maximum subscription amount</b>	<b>Not applicable</b>
<b>Issue price</b>	<b>Amount of USD1 worth of \$CHZ per \$DOJO Token</b>
<b>Subscription fees (if any)</b>	<b>Not applicable</b>
<b>Target holders of tokens</b>	<b>Retail Investors (NIP Fans &amp; Chiliz ecosystem community members)</b>
<b>Description of offer phases</b>	<b>3 Waves Wave 1: 100 \$DOJO Token Cap per individual purchaser. Duration: 2 hours. Wave 2: 300 \$DOJO Token Cap per individual purchaser. Duration: 2 hours. Wave 3: Uncapped number of \$DOJO Tokens. Duration: 6 hours.</b>
<b>CASP responsible for placing the token (if any)</b>	<b>Not applicable</b>



<b>Form of placement</b>	<b>Not applicable</b>
<b>Admission to trading</b>	<b>The Offeror is not seeking admission to trading of the \$DOJO Token.</b>

**A. Part A - Information about the offeror or the person seeking admission to trading**

**A.1 Name**

Socios Technologies AG

**A.2 Legal Form**

AG (company limited by shares)

**A.3 Registered Address**

Gubelstrasse 11, 6300 Zug, Switzerland

**A.4 Head Office**

Gubelstrasse 11, 6300 Zug, Switzerland

**A.5 Registration Date**

21/01/2021

**A.6 Legal Entity Identifier**

Not available. Funds raised during the public offer may be used to acquire one.

**A.7 Another Identifier Required Pursuant to Applicable National Law**

Business ID: CHE-219.335.797

**A.8 Contact Telephone Number**

+356 20607777

**A.9 E-mail Address**

corporate@socios.com

**A.10 Response Time (Days)**

090 (which indicates that responses will be given within 90 days).

**A.11 Parent Company**

HX ENTERTAINMENT LIMITED, C 77290, Malta

**A.12 Members of the Management Body:**

Alexandre Dreyfus, Director, Business Address: Gubelstrasse 11, 6300 Zug, Switzerland

Markus Spillmann, Director, Business Address: Gubelstrasse 11, 6300 Zug, Switzerland.

**A.13 Business Activity**

**Purpose/Strategy/Vision**

The vision of the Offeror's Group is to support the continued growth of Fan Tokens into a world-recognised digital asset class by delivering a range of Fan Token services and features tailored to the global Web3 sports community.

**Products/Services**

The Socios.com Platform, operated by an Affiliate of the Offeror, is a utility-centric platform offering a range of utilities and features in relation to Fan Tokens. By creating an account on the Platform and participating in the features it offers, users can earn off-chain reward points that can be redeemed for diverse rewards and in-real-life experiences, such as match tickets and exclusive partner team experiences. In addition, the Platform integrates the Socios.com Wallet, a

non-custodial wallet infrastructure that allows users to remain in control of the crypto-assets they hold on the Chiliz Chain.

### **Markets Served**

Our primary audience comprises individuals aged 18 and above, with intersecting interests in cryptocurrency, Web3 technologies, and sports. The Group's target markets include the European Economic Area (EEA). Italy and Spain are currently our principal markets in Europe due to the partnership inroads we've made in the respective sports leagues and the growing interest in crypto assets. Beyond the EU, our global platform aims to cater to fans worldwide, adhering to local regulatory standards. Brazil is particularly significant in our strategic plan. The country's deep football culture and the proactive stance of local authorities and regulators toward blockchain technologies make it an ideal target market.

### **A.14 Parent Company Business Activity**

Mediarex Enterprises Limited serves as the holding company and owner of all intellectual property within the group. Established in 2006, Mediarex Group is a global sports and entertainment organization, with subsidiaries that include the brands "Chiliz" and "Socios.com".

### **A.15 Newly Established**

No (the company has been established for more than three years).

### **A.16 Financial Condition for the past three Years**

### **Financial Performance and Strategic Progress**

Over the past three years, the company has demonstrated a clear trajectory toward financial stability, driven by disciplined cost management, strategic growth initiatives, and operational improvements. Following a highly profitable year in 2021, the company faced a net loss in 2022 due to challenging market conditions, rising operating expenses, and significant investments in scaling its business. However, in 2023, decisive measures to enhance efficiency, optimize expenditures, and strengthen revenue streams led to a substantial reduction in losses.

By 2024, these efforts had significantly improved financial performance, with key metrics reflecting a strong upward trend:

- **Revenue Growth:** Revenue increased by more than 70% from 2023 to 2024, signaling renewed momentum in the company's core business—Fan Token sales—supported by a recovering crypto market.
- **Profitability:** Despite incurring losses in 2023, the company's profitability improved by over 60% in 2024 due to rising revenue and enhanced financial efficiency.

As of 2024, the company is actively working toward break-even, leveraging sustained revenue growth, improved margins, and a more resilient business model. Financial and operational performance indicators point to steady progress, underpinned by stable cash flows and a well-structured capital strategy. The company has demonstrated strong financial improvements in 2024, marked by higher revenue, reduced losses, improved cash flow, and stronger margins.

### **Future Outlook**

Looking ahead, the company remains committed to further strengthening its revenue and profitability, capitalizing on the improving crypto market and increasing demand for Fan Tokens. A continued focus on cost management and revenue expansion will enhance financial stability. Additionally, the company is undertaking a strategic review to eliminate unnecessary expenses, thereby improving long-term profitability. With a solid foundation in place, it is well-positioned for continued financial growth and sustainable profitability.

## **Key Performance Indicators (KPIs)**

The company's key KPIs reflect its core business priorities:

- **Fan Token Sales:** The company's primary business, Fan Token sales, has shown strong performance over the past year. Despite volatility in the crypto market, it has successfully maintained substantial sales volumes. With a market rebound, management expects further improvement in this KPI.
- **Expansion of Fan Token Offerings:** The company actively seeks new partnerships to expand its portfolio of Fan Tokens and plans to launch new tokens in 2025.
- **Enhanced Fan Token Utility:** Management is focused on increasing the utility of Fan Tokens, both through the company's own platform and third-party collaborations. Providing greater utility encourages long-term holding and enhances token value.

## **Capital Resources**

The company's capital resources are primarily derived from Fan Token sales, ensuring a sustainable funding model aligned with business growth.

## **Non-Financial Factors**

Beyond financial metrics, the company's success is underpinned by its reliance on highly skilled personnel and efficient resource allocation, reinforcing the strength of its operational model.

### **A.17 Financial Condition Since Registration**

Not applicable.

## **B. Part B - Information about the issuer, if different from the offeror or person seeking admission to trading**

### **B.1 Issuer different from offeror or person seeking admission to trading**

false – No. Since the issuer is the same as the offeror or the person seeking admission to trading, Part B does not apply.

## **C. Part C - Information about the operator of the trading platform in cases where it draws up the crypto-asset white paper and information about other persons drawing the crypto-asset white paper pursuant to Article 6(1), second subparagraph, of Regulation (EU) 2023/1114**

### **C.1 Non-applicability of Part C**

Due to this white paper being drafted by the offeror of the crypto-asset, Part C does not apply.

## **D. Part D - Information about the crypto-asset project**

### **D.1 Crypto-Asset Project Name**

\$DOJO Token.

### **D.2 Crypto-Assets Name**

DOJO.

### **D.3 Abbreviation**

\$DOJO.

### **D.4 Crypto-Asset Project Description**

\$DOJO is the official Fan Token of the Ninjas in Pyjamas (NIP) esports brand. This is a utility-centric community token created to enable NIP fans to engage with the organization on-chain.

The \$DOJO Token will be used directly within the NIP's native fan loyalty and engagement platform - The NIP Dojo - to shape various user experiences including tiering up loyalty tiers, accessing exclusive content and exclusive selected NIP merchandise and experiences.

The token may also have additional utility on the Socios.com fan engagement and rewards platform subject to NIP's discretion. These utilities may include fan voting options, and a lock-for-rewards mechanism, which allows users to temporarily lock \$DOJO tokens in exchange for potential NIP rewards or prizes. **However, these features are not guaranteed and remain solely at NIP's discretion.**

The project's mission is to drive fan engagement while upholding the trust and accountability required by the evolving regulatory landscape.

#### **D.5 Details of all persons involved in the implementation of the crypto-asset project**

Full Name	Business Address	Function
<b>Socios Services Baltics, UAB</b>	<b>Vilnius, Gedimino pr. 20, LT-01103</b>	<b>CASP- Providing custody and administration of CHZ for the benefit of EEA-based participants on behalf of the offeror as required under Article 10(3) point (b) of MiCA.</b>
<b>Socios Technologies AG</b>	<b>Gubelstrasse 11, 6300 Zug, Switzerland</b>	<b>Fan Token offering promotion</b>
<b>NIPG FZ LLC</b>	<b>Community Hub, Yas Creative Hub, Building C40 Yas Island, Abu Dhabi United Arab Emirates</b>	<b>Fan Token offering promotion on their own account and in their own interest  Ongoing marketing of \$DOJO Token  Integration efforts into native platforms</b>
<b>NIPG FZ LLC</b>	<b>Community Hub, Yas Creative Hub, Building C40 Yas Island, Abu Dhabi United Arab Emirates</b>	<b>Development and launch of utility benefits to be attached to the \$DOJO Token.</b>
<b>Socios Technologies AG</b>	<b>Gubelstrasse 11, 6300 Zug, Switzerland</b>	<b>To use its commercially reasonable efforts to support any utility benefits attached to the \$DOJO Token</b>

		<b>developed and launched by NIPG FZ LLC, including the integration of any necessary technology, such as the Socios.com Platform and the Chiliz Chain</b>
--	--	---

#### **D.6 Utility Token Classification**

No (\$DOJO is not a utility token as the utilities are not granted by the issuer as prescribed by article 3 of Regulation (EU) 2023/1114).

#### **D.7 Key Features of Goods/Services for Utility Token Projects**

Not applicable.

#### **D.8 Plans for the Token**

All funds collected from the sale of \$DOJO Tokens will be classified as revenue shared between NIP and STAG. A portion of the proceeds will be used to fund utility provisioning for the \$DOJO Token on The DOJO platform, including the acquisition of ticketing, merchandise and experiential prizes offered as rewards to token holders.

The \$DOJO public offer targets retail investors, including NIP fans and members of the Chiliz Chain ecosystem community.

The \$DOJO public offer is construed in a way where following Offering, STAG as issuer of the \$DOJO token will retain the non-circulating supply and manage the portfolio of the non-circulating supply of the \$DOJO tokens.

##### **January–May 2025**

- **Legal Materials Preparation:** Creation of all required documentation to ensure compliance with MiCA.
- **Technical Development:** Completion of all blockchain and token-related technical components.

##### **May–June 2025**

- **Pre-Marketing Activities:** Targeting retail users in a fair, clear and not misleading manner.
- **Community and Marketing Setup:** Establishing initial community channels and marketing outreach efforts.

##### **June 2025**

- Initiation and conclusion of the public offer.
- Launch and distribution of the \$DOJO token.

##### **June 2025-After the Offering**

- On the first working day following the completion of the Offering, liquidity for \$DOJO Tokens will be made available on Kayen.org, the largest decentralized exchange native to the Chiliz Chain.

##### **Q3 2025: Subsequent months**

- Possible initial listings on centralized exchanges to expand market reach.

#### **D.9 Resource Allocation**

The resources allocated to the \$DOJO project primarily consist of non-financial contributions, including the extensive man-hours and expertise provided by the development team of the issuer/offeree.

Additionally, marketing efforts of Socios Technologies AG and NIPG FZ LLC in relation to the Offering will be deployed to drive awareness, foster community engagement, and ensure the successful adoption of the token.

#### **D.10 Planned Use of Collected Funds or Crypto-Assets**

As outlined in D8, proceeds will be used in part to fund utility provisioning for the \$DOJO Token, including the acquisition of ticketing, merchandise, and experiential prizes to be offered as rewards for token holders.

### **E. Part E - Information about the offer to the public of crypto-assets or their admission to trading**

#### **E.1 Public Offering or Admission to Trading**

OTPC - offer to the public.

#### **E.2 Reasons for Public Offer or Admission to Trading**

The \$DOJO public offer is driven by the following objectives:

##### **1. Community Growth and Fan Engagement:**

- The Fan Token Offering is conducted to increase fan engagement and provide monetization opportunities for the esports team, *Ninjas in Pyjamas* (NIP).
- The token sale aims to grow the NIP community by fostering engagement with its global fan base, allowing fans to connect with *Ninjas in Pyjamas* (NIP) and Team (esports team relating to the Ninjas in Pyjamas brand) through potential utilities that may be offered by holding these Fan Tokens.
- This creates a strong connection between the esports brand (Ninjas in Pyjamas) and its global fanbase, fostering long-term engagement.

##### **2. Funding for enhancing utility and Long-Term Development:**

- A portion of the proceeds will be used to enhance the utility of the \$DOJO Token, including securing ticketing, merchandise, and exclusive experiential rewards for token holders.

#### **E.3 Fundraising Target**

Not applicable.

#### **E.4 Minimum Subscription Goals**

No minimum goal.

#### **E.5 Maximum Subscription Goal**

No maximum goal.

#### **E.6 Oversubscription Acceptance**

No (if maximum subscription goal is reached, no more tokens are sold).

#### **E.7 Oversubscription Allocation**

Not applicable.

#### **E.8 Issue Price**

The issue price is 1 USD, but payment is made in \$CHZ, calculated based on the USD/CHZ exchange rate at the time of purchase.

#### **E.9 Official Currency or Any Other Crypto-Assets Determining the Issue Price**

\$CHZ (Amount of \$CHZ equivalent to 1 USD per \$DOJO Token).

#### **E.10 Subscription Fee**

Not applicable.x this

### **E.11 Offer Price Determination Method**

The offer price of \$DOJO will be determined by the issuer in accordance with the agreed terms with NIPG FZ LLC. The price of \$DOJO will be an amount of \$CHZ equivalent to 1 USD at the time of purchase.

### **E.12 Total Number of Offered Crypto-Assets**

75,000 \$DOJO tokens will be offered to the public.

### **E.13 Targeted Holders**

*'RETL' – retail investors.*

### **E.14 Holder Restrictions**

#### **Purchase limits**

The initial public offering will be structured in three waves, each with specific purchase limits per individual purchaser:

- **Wave 1:** 100 \$DOJO Token Cap. **Duration:** 2 hours.
- **Wave 2:** 300 \$DOJO Token Cap. **Duration:** 2 hours.
- **Wave 3:** Uncapped (no purchase limit). **Duration:** 6 hours.

#### **Participation requirements**

The Offering is only available to registered Socios.com Wallet users.

#### **Restricted Jurisdictions:**

The following geographical restrictions apply:

Individuals and entities located in jurisdictions::

1. Identified as High Risk Jurisdictions Subject to a Call for Action by the FAFT:  
(1) Democratic People's Republic of Korea (DPRK), (2) Islamic Republic of Iran, (3) Myanmar
2. Other jurisdictions which have been blocked due to regulatory and other AML/CFT considerations:
  - (1) Afghanistan, (2) Burundi, (3) Central African Republic, (4) Congo, (5) Democratic Republic of the Congo, (6) Cuba, (7) Estonia, (8) Guinea-Bissau, (9) Iraq, (10) Lebanon, (11) Libya, (12) Malta, (13) Pakistan, (14) Russian Federation, (15) Somalia, (16) South Sudan, (17) Sudan, (18) Syrian Arab Republic, (19) Bolivarian Republic of Venezuela, (20) Yemen, (21) Zimbabwe
  - Any other jurisdiction that is listed on the FATF's list of Jurisdictions under Increased monitoring or on the EU Commission Delegated Acts on High Risk Third Countries shall be subject to enhanced due diligence procedures if and when required.

### **E.15 Reimbursement Notice**

Purchasers participating in the offer to the public of crypto-assets will be able to be reimbursed if they exercise the right to withdrawal foreseen in Article 13 of Regulation (EU) 2023/1114 (only EEA-based purchasers) or if the offer is cancelled (all purchasers).

### **E.16 Refund Mechanism**

In the event that the public offer is cancelled, participants will be refunded their \$CHZ tokens in full through the following mechanism:

1. **Custody of Funds (EEA-based users only):**
  - \$CHZ contributions from EEA-based users raised during the public offering will be transferred to Socios Services Baltics, UAB, a registered CASP authorized by the FIAU in Lithuania to provide custody services on behalf of the offeror as required under Article 10(3) point (b) of MiCA.

## 2. Refund Process Cancellation:

- If the public offer is cancelled for any reason, the \$CHZ collected during the offer will be transferred back to the users' Socios.com Wallets. Such transfers will be initiated by the Offeror and do not require any requests from purchasers.
3. **Alternative Refund Mechanism:** No other refund mechanism is available or offered, as these methods provide a secure and direct means of reimbursing participants.

## E.17 Refund Timeline

In case of cancellation of the public offer, refunds will be commenced the following business day of the cancellation.

## E.18 Offer Phases

**The public offer of \$DOJO consists of the following phases:**

### 1. Pre-Offer Phase (January–March 2025)

#### **Preparation and Compliance:**

- Creation of all required documentation to ensure compliance with MiCA.
- Completion of all blockchain and token-related technical components.

#### **Pre-Marketing Activities:**

- Targeting retail users in a fair, clear and not misleading manner.
- Establishing initial community channels and marketing outreach efforts.

### 2. Public Offer Phase (24 June 2025 at 14:00 CEST – 24 June 2025 at 23:59 CEST or until all offered \$DOJO are sold, whichever comes first)

#### **Fair-Launch public offer:**

- The \$DOJO public offer is structured to ensure equal access for all participants.
- During this period, participants can use their \$CHZ to participate in the Offering.
- The \$CHZ from EEA-based users will be held in custody by **Socios Services Baltics UAB (SSB), which will perform this activity on behalf of Socios Technologies AG.**
- The offering will be conducted in three phases, each with distinct purchase limits:
  - **Wave 1:** Limited to a maximum of **100 \$DOJO Tokens** per participant. **Duration:** 2 hours.
  - **Wave 2:** Capped at **300 \$DOJO Tokens** per participant. **Duration:** 2 hours.
  - **Wave 3:** **No purchase limit** (uncapped). **Duration:** 6 hours.
- **Offer Price Determination:** The offer price of \$DOJO has been determined by the issuer in accordance with the agreed terms with NIPG FZ LLC. The price of \$DOJO will be an amount of \$CHZ equivalent to 1 USD at the time of purchase.
- **Refund Rights:** retail participants can withdraw their contributions without incurring fees by submitting a claim before the end of the subscription period.

### 3. Post-Offer Phase and Token Distribution (25 June 2025 and forwards)

#### **Final Token Allocation:**

- Starting from 25.06.2025 at 12:00 CEST, \$DOJO tokens will be distributed to participants who did not request a refund. The \$DOJO tokens will be allocated based on the amount of tokens purchased during the public offer. The purchase price is 1 USD, but payment is made in \$CHZ, calculated based on the USD/CHZ exchange rate at the time of purchase.

#### **Token Liquidity:**

- Liquidity for \$DOJO Tokens will be available on Kayen.org, the largest decentralized exchange on the Chiliz Chain, starting the working day after the Offering concludes.

## E.19 Early Purchase Discount



Not applicable.

#### **E.20 Time-Limited Offer**

Yes (the offer is valid from (i) 24.06.2025 at 14:00 CEST to 24.06.2025 at 23:59 CEST or (ii) until the total of 75,000 \$DOJO tokens offered to the public are fully subscribed, whichever occurs first).

#### **E.21 Subscription Period Beginning**

**2025-06-24 at 14:00 CEST.**

#### **E.22 Subscription Period End**

**2025-06-24 at 23:59 CEST** or upon the subscription of the total of 75,000 \$DOJO tokens is completed, whichever occurs first.

#### **E.23 Safeguarding Arrangements for Offered Funds/Crypto-Assets**

To ensure the safeguarding of funds collected during this time-limited public offer, the following arrangements have been set in place for compliance with Article 10 of MiCA:

##### **1. Custodian Oversight:**

- The \$CHZ contributions collected from EEA-based purchasers are transferred to and held in Socios Services Baltics UAB wallet, which acts as the custodian of the funds on behalf of Socios Technologies AG.
- The custodian is responsible for safeguarding the contributions until the conclusion of the public offer and any refund processes.

##### **2. Refund Mechanisms:**

- EEA-based retail participants have the right to withdraw their contributions during the subscription period by submitting claims and following the refund mechanism described in E.26 Right of Withdrawal.

##### **3. Transparent Allocation:**

- At the conclusion of the public offer, funds are allocated for their intended use, as outlined in this white paper, focusing on regulatory and operational compliance.

#### **E.24 Payment Methods for Crypto-Asset Purchase**

The only accepted payment method for purchasing \$DOJO tokens during the public offering is the transfer of \$CHZ to the custodian's (Socios Services Baltics UAB) designated wallet which holds in custody the \$CHZ on behalf of the Offeror (Socios Technologies AG). This transaction is required to complete the purchase of \$DOJO tokens.

No other payment methods, including fiat currencies or any other cryptocurrencies, will be accepted during this public offer.

#### **E.25 Value Transfer Methods for Reimbursement**

The reimbursement of purchasers entitled to a refund shall be executed in accordance with the procedures set forth in **Section E.26**, pertaining to refunds arising from the **Right of Withdrawal**, and **Section E.16**, outlining the **Refund Mechanism** in the event of public offer cancellation.

#### **E.26 Right of Withdrawal**

**During the subscription period, EEA-based retail holders who participate in the \$DOJO public offer have the right to withdraw their agreement to purchase \$DOJO without incurring any fees or costs and without needing to provide any reason. The refund mechanism operates as follows:**

Participants will be refunded through the following mechanism:

##### **1. Subscription Period:**

- The \$DOJO public offer opens on 24.06.2025 at 14:00 CEST and ends on 24.06.2025 at 23:59 CEST or upon the complete sale of the 75,000 \$DOJO tokens offered to the public, whichever occurs first.
- Pending the subscription period, participants may claim back their \$CHZ if they decide to cancel their purchase order of the \$DOJO Tokens.

## **2. Custody of Funds:**

- \$CHZ contributions raised during the public offering as payment of the \$DOJO tokens will be transferred to Socios Services Baltics, UAB, an entity authorized by the FIAU in Lithuania to provide custody services, which will carry this activity on behalf of Socios Technologies AG.

## **3. Right to Claim Refund:**

- EEA-based retail holders who have transferred \$CHZ have until the end of the subscription period to submit a reimbursement claim to withdraw their \$CHZ and cancel their purchase agreement of \$DOJO tokens.
- No reimbursement claims submitted after this deadline will be processed nor approved in any event.

## **4. Refund Process:**

- EEA participants can initiate the cancellation process to withdraw their purchase of \$DOJO effortlessly through their transaction history on the Socios.com platform. A "Cancel" button will be available next to the relevant transaction entry. Upon selecting this option, customers will be prompted to confirm their cancellation request. Once confirmed, a new transaction entry will appear in the user's transaction history, confirming the request is being processed.
- Once confirmed, the refund process will be initiated immediately. The corresponding amount of \$CHZ will be returned to the customer's wallet, with the refund being processed as soon as the blockchain network completes the necessary transactions.
- The exact timing of the refund will depend on network conditions, but the process is designed to ensure the fastest possible settlement.

### **E.27 Transfer of Purchased Crypto-Assets**

#### **Purchased \$DOJO tokens will be transferred to holders as follows:**

##### **1. Smart Contract Distribution:**

- Following the conclusion of the subscription period, the \$DOJO tokens will be distributed to participants via an airdrop mechanism, the logic and execution of which being automated through a smart contract.
- The \$DOJO token distribution via the above mentioned smart contract is scheduled to take place on June 25, 2025 at 12:00 CEST, so that all refund requests pursuant to the withdrawal right being exercised by EEA participants are processed before the \$DOJO token distribution.

##### **2. Pro-Rata Allocation:**

- Participants in the public offer submit a request to purchase a fixed number of \$DOJO tokens that are denominated in \$CHZ (at a fixed price of 1USD worth of \$CHZ per \$DOJO token that is based on the CHZ/USD conversion rate at the time of purchase). Therefore the \$DOJO tokens are allocated as per the committed purchase amount of the participants during the public offer

##### **3. Blockchain-Based Delivery:**

- The \$DOJO tokens will be distributed to eligible participants via the airdrop smart contract.
- \$DOJO Tokens will be delivered directly to the Chiliz Chain wallet address associated with the Socios.com Wallet that the participant used to participate in the public offer.
- Direct delivery grants a seamless, transparent, and secure transfer of the \$DOJO tokens to holders, while leveraging the efficiency of the Chiliz Chain.

##### **4. Exclusivity of Socios.com Wallet:**

- As participants are required to participate in the public offer via the Socios.com Wallet, only Socios.com Wallet addresses on the Chiliz Chain will receive \$DOJO tokens.

### **E.28 Transfer Time Schedule**

**Purchased \$DOJO tokens will be transferred to purchaser according to the following schedule:**

**End of Public Offer:**

The public offer closes on 2025-06-24 at 23:59 CEST or upon the complete sale of the total 75,000 \$DOJO offered to the public, whichever occurs first.

**Refund Period:**

EEA-based retail participants have until the end of subscription period to submit claims for their reimbursement in accordance with their withdrawal right.

**Token Distribution Date:**

The \$DOJO tokens will be distributed to all purchasers who did not withdraw their purchase request and claimed a full refund, starting from June 25, 2025 at 12:00 CEST, via an airdrop smart contract.

**E.29 Purchaser's Technical Requirements**

**To participate in the public offer and receive \$DOJO tokens, purchasers must meet the following technical requirements:**

**1. Socios.com Wallet:**

- Purchasers must have a registered account on Socios.com platform and set up their Socios.com Wallet to participate in the public offer and to receive the \$DOJO tokens.

**2. Secure Wallet Management:**

- Purchasers are responsible for securing their wallet credentials, including private keys and recovery phrases, to ensure the safety of their assets.

**E.30 Crypto-asset service provider (CASP) name**

Not applicable.

**E.31 CASP identifier**

Not applicable.

**E.32 Placement Form**

NTAV - Not applicable

**E.33 Trading Platforms name**

Not applicable.

**E.34 Trading Platforms Market Identifier Code (MIC)**

Not applicable.

**E.35 Trading Platforms Access**

Not applicable currently.

**E.36 Involved Costs**

The costs are exclusively related to **Chiliz Chain gas fees**, which are required to process transactions on the blockchain. However, **these gas fees will be subsidized by the Offeror**, meaning users will not be required to pay gas fees when purchasing \$DOJO tokens during the public offering. Similarly, when and if EEA users withdraw their purchase and request a refund, the related gas fees for the refund of \$CHZ are borne exclusively by the Issuer.

No hidden or issuer/offeree-imposed fees apply to the purchase of \$DOJO tokens.

**No Additional Purchase Fees:**

There are no additional fees or charges for purchasing \$DOJO during the public offer.

**E.37 Offer Expenses**

The resources allocated to the \$DOJO public offer primarily consist of non-financial contributions, including the extensive man-hours and expertise provided by the development team of the Offeror.

These efforts have been directed towards technical development, compliance with MiCA, and project planning to ensure a successful public offer and token launch.

#### **E.38 Conflicts of Interest**

Not applicable.

#### **E.39 Applicable Laws**

Law of Switzerland.

Regulation (EU) 2023/1114.

#### **E.40 Competent Court**

Subject to mandatory applicable law, any dispute arising out of or in connection with this white paper and all claims in connection with the \$DOJO token shall be exclusively, including the validity, invalidity, breach or termination thereof, subject to the jurisdiction of the courts of the District Court of Zug (Kantonsgericht Zug), Aabachstr. 3, Postfach 6301 Zug, Switzerland, jurisdiction of Switzerland.

### **F. Part F - Information about the crypto-assets**

#### **F.1 Crypto-Asset Type**

The \$DOJO Token is an ERC-20 equivalent (CAP-20) fungible token issued and stored on the Chiliz Chain, a fully sovereign EVM-compatible layer 1 blockchain. Its key utility and functionality is as an IP-tied community token whose ownership demarcates proof of fandom within the organization (NIP) it is issued on behalf of.

Ownership of the \$DOJO Token entitles owners access to all \$DOJO token-gated features offered on day of issuance and in the future by both NIP via its native platforms or, potentially on the Socios.com platform at sole discretion of NIP and for the duration of the contractual relationship between NIP and Socios Technologies AG, the issuer/offeree of the \$DOJO Token.

The \$DOJO Token, importantly, has no legal or otherwise rights or obligations attached to it either by those purchasing the token or the Team the token is issued on behalf of, nor does it entitle holders thereof to participate in any decisions which are ordinarily reserved to corporate bodies or vested in directors and shareholders of either NIP or Socios Technologies AG, nor shall it entitle holders to receive any sort of profits generated by NIP or Socios Technologies AG.

#### **Token Classification:**

The \$DOJO Token is designed as a fungible token that enhances fan engagement and interaction within the NIP community. Its primary purpose is to serve as a community-driven token, offering exclusive access, experiences, and participation opportunities within the NIP ecosystem.

Therefore, \$DOJO token falls within the definition of crypto-asset set forth in article 3 of Regulation (EU) 2023/1114 as it is a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology (Chiliz Chain).

\$DOJO does not purport to maintain a stable value and, thus, it should be classified as a crypto-asset other than asset-referenced token or e-money token.

For the avoidance of doubt, the \$DOJO token does not strictly qualify as a utility token under Article 3 of the *Regulation (EU) 2023/1114*, as the associated utilities are not provided directly by the issuer.

#### **Blockchain:**

The \$DOJO operates on the Chiliz Chain, a fully sovereign EVM-compatible layer 1 blockchain.

#### **Allocation and Distribution:**

A total of 75,000 \$DOJO tokens will be distributed during a fair-launch public offer, with the focus of the initial launch being on equitable access for participants.

## **F.2 Crypto-Asset Functionality**

### **Purpose**

The \$DOJO Token is designed as a community-driven crypto-asset that serves as proof of fandom within the NIP ecosystem. Issued on the Chiliz Chain (a sovereign EVM-compatible Layer 1 blockchain), the token represents a symbol of engagement and participation, allowing fans to access exclusive features and experiences tied to NIP and Team's (esports teams relating to the Ninjas in Pyjamas brand) own platforms, including but not limited to The Dojo platform .

### **Utility**

As an IP-tied community token, the \$DOJO Token provides holders with access to token-gated features that may be available at the time of issuance and in the future, both on NIP's native platforms (including The Dojo platform), and potentially via Socios.com, subject to the mutual agreement of NIP and Socios Technologies AG. These features may include engagement opportunities, and fan-based interactions.

However, the \$DOJO Token does not grant any legal, financial, or ownership rights, nor does it impose any obligations on NIP, Socios Technologies AG, or the token holders. It is purely a digital membership asset designed to enhance fan interaction and shall not entitle holders thereof to participate in any decisions which are ordinarily reserved to corporate bodies or vested in directors and shareholders of either NIP or Socios Technologies AG, nor shall it entitle holders to receive any sort of profits generated by NIP or Socios Technologies AG.

### **In Short**

The \$DOJO Token is a community token with no financial rights or obligations—a purely engagement-focused crypto-asset built for fan interaction and token-gated experiences within the NIP ecosystem, notably The Dojo platform.

## **F.3 Planned Application of Functionalities**

Token holders may have access to a range of \$DOJO token-gated features, which can be accessed through NIP's native platforms or any other platform as may be decided in the future including the Socios.com fan engagement and rewards platform.

The functionalities available shall include, but not be limited to, benefits to be availed of on the NIP and Team's (esports teams relating to the Ninjas in Pyjamas brand) own platforms.

Over time, additional functionalities may be introduced, further enhancing the token holder experience.

## **F.4 Type of white paper**

OTHR

## **F.5 The type of submission**

NEWT = New

## **F.6 Crypto-Asset Characteristics**

### **1. General Characteristics:**

- **Name:** (\$DOJO).
- **Type:** Crypto-asset other than asset-referenced token or e-money token.
- **Blockchain:** Chiliz Chain.
- **Overall Total Token Supply:** 5,000,000 \$DOJO.
- **Public Offering Token Supply:** 75,000 \$DOJO.
- **Token Standard:** ERC-20 equivalent (CAP-20).

## **2. Classification under MiCA (Regulation (EU) 2023/1114):**

- The \$DOJO is classified as a crypto-asset other than asset-referenced token or e-money token.

## **3. Functionality:**

### **Primary Functionality:**

- The \$DOJO is an engagement-focused crypto-asset built for fan interaction and token-gated experiences within the NIP ecosystem.

### **F.7 Commercial name or trading name**

Socios Technologies AG.

### **F.8 Website of the issuer**

Not available.

### **F.9 Starting date of offer to the public**

2025-06-24 at 14:00 CEST.

### **F.10 Publication date**

2025-05-22 (this refers to the date on which this white paper is published).

### **F.11 Any other services provided by the issuer**

Socios Technologies AG does not currently provide any other services.

### **F.12 Identifier of operator of the trading platform**

Not applicable.

### **F.13 Language or languages of the white paper**

English.

### **F.14 Digital Token Identifier Code used to uniquely identify the crypto-asset or each of the several crypto assets to which the white paper relates, where available**

Not available. Funds raised during the public offer may be used to acquire one.

### **F.15 Functionally Fungible Group Digital Token Identifier, where available**

Not available. Funds raised during the public offer may be used to acquire one.

### **F.16 Voluntary data flag**

Mandatory (we had to draft this white paper).

### **F.17 Personal data flag**

No.

### **F.18 LEI eligibility**

Eligible – funds raised during the public offer may be used to acquire one.

### **F.19 Home Member State**

Lithuania.

### **F.20 Host Member States**

Spain, Italy and Poland.

## **G. Part G - Information on the rights and obligations attached to the crypto-assets**

### **G.1 Purchaser Rights and Obligations**

#### **Rights of the Purchaser:**

##### **1. Token Allocation:**

- Purchasers have the right to receive their \$DOJO tokens based on their \$CHZ contribution to the public offer.
- 2. Withdrawal Rights:**
  - EEA-based purchasers have the right to withdraw their contribution and request a full refund of their \$CHZ without fees or penalties by submitting a claim before the end of the subscription period.
- 3. Participation in a Fair-Launch Public Offer:**
  - Purchasers are guaranteed equal access to the public offer, to ensure fairness and prevent over-concentration.
- 4. Refund in Case of Cancellation:**
  - In the event of public offer cancellation, all participants are entitled to a refund. The refunds will be initiated by the custodian engaged by the offeror, i.e. SSB, directly to the users' Socios.com Wallets.
- 5. Ownership Rights:**
  - Upon receiving the \$DOJO tokens, purchasers hold full ownership rights over their tokens, which can be freely traded or held at their discretion.

#### **Obligations of the Purchaser:**

- 1. Technical Requirements:**
  - Purchasers are obligated to provide their Socios.com Wallet address to receive the \$DOJO tokens.
  - For the purposes of the offer to the public, purchasers are not required to hold \$CHZ for transaction fees when interacting with the Chiliz Chain, as gas fees will be subsidized by the Issuer.
- 2. Compliance with Contribution Limits in Waves 1 and 2:**
  - Purchasers must comply with the maximum contribution limit per individual in Waves 1 and 2.
- 3. Secure Wallet Management:**
  - Purchasers are responsible for securely managing their Socios.com wallet credentials, including private keys and recovery phrases, to safeguard their assets.

## **G.2 Exercise of Rights and Obligation**

### **Exercise of Purchaser Rights:**

- 1. Right to Token Allocation:**

#### **Procedure:**

- Tokens will be distributed to the Socios.com Wallet address that was provided by the purchaser at the time of participating in the public offer and contributing the \$CHZ amount.
- Distribution is scheduled for 25.06.2025 at 12:00 CEST, following the conclusion of the refund (withdrawal) period and the conclusion of the public offer.

#### **Condition:**

- Purchasers must contribute \$CHZ during the subscription period (24.06.2025 at 14:00 CEST to 24.06.2025 at 23:59 CEST or until the moment all the 75,000 \$DOJO tokens offered to the public are sold, whichever comes first) and not submit a refund claim by the refund deadline (24.06.2025, by 23:59 CEST or until all offered \$DOJO are sold, whichever comes first).

- 2. Right to Withdraw from Purchase:**

#### **Procedure:**

- EEA-based purchasers who wish to withdraw their contributions must submit a claim for reimbursement before the end of the subscription period.

#### **Condition:**

- Refunds are only available to those who request them before the refund deadline and consequently do not receive their \$DOJO tokens during the distribution period.

### **3. Right to Refund Upon Cancellation of the Public Offer:**

#### **Procedure:**

- In the event of public offer cancellation, all participants are entitled to a refund. The refunds will be initiated by the custodian engaged by the offeror, i.e. SSB, directly to the users' Socios.com Wallets.
- Refunds will be initiated promptly by the custodian and purchasers will be informed of the process.

#### **Condition:**

- Applies automatically to all purchasers in the event of offer cancellation.

### **4. Right to Trade Tokens:**

#### **Procedure:**

- Purchasers can freely trade \$DOJO tokens after receiving them in their wallets. Initial liquidity for trading should be provided on decentralized exchanges (DEXs).

#### **Condition:**

- Tokens must be held in a Socios.com Wallet or any other non-custodial wallet compatible with the Chiliz Chain to facilitate trading.

### **5. Fulfillment of Purchaser Obligations:**

#### **Technical Requirements:**

- Purchasers are required to provide a Socios.com Wallet address.

#### **Compliance with Contribution Limits:**

- Purchasers must adhere to the maximum purchase limits applicable in each of waves 1 and 2.

#### **Secure Wallet Management:**

- Purchasers are obligated to securely manage their wallet credentials, including private keys, to prevent unauthorized access to their funds and tokens.

#### **KYC/AML requirements adherence:**

- Users must adhere to any and all AML/CFT requirements including customer due diligence requirements of the socios.com platform.

### **G.3 Conditions for Modifications of Rights and Obligations**

No modifications to the rights and obligations of purchasers are anticipated or planned due to the short duration of the public offer, which runs from 24.06.2025 at 14:00 CEST to 24.06.2025 at 23:59 CEST or until all of the 75,000 \$DOJO tokens offered to the public are sold, whichever comes first.

The terms of the public offer, including purchaser rights (e.g. refund rights, token allocation) and obligations (e.g. contribution limits, technical requirements), are fixed and transparently communicated in advance. This ensures stability and predictability for all participants. In the unlikely event of unforeseen circumstances requiring modifications, participants will be notified promptly, and any changes will comply with applicable regulatory requirements to protect purchaser interests.

### **G.4 Future Public Offers**

*Not applicable.*



## **G.5 Issuer Retained Crypto-Assets**

The issuer/offoror retains the reserve of non-circulating supply of \$DOJO tokens, referring to the portion of \$DOJO tokens that has not been made available in the public offering.

## **G.6 Utility Token Classification**

No.

## **G.7 Key Features of Goods/Services of Utility Tokens**

Not applicable.

## **G.8 Utility Tokens Redemption**

Not applicable.

## **G.9 Non-Trading Request**

False (Not sought or admitted to trading yet).

## **G.10 Crypto-Assets Purchase or Sale Modalities**

After the conclusion of the public offer, the \$DOJO tokens should soon be tradable on decentralized exchanges (DEXs) operating on the Chiliz Chain, with potential centralized exchange (CEX) listings to follow to expand market reach.

### **How and Where \$DOJO Tokens Can Be Purchased or Sold:**

#### **Decentralized Exchanges (DEXs):**

- Starting 25.06.2025, initial liquidity will be provided on Kayen.org, the largest decentralized exchange native to the Chiliz Chain.
- Token holders can use their Socios.com Wallets or any other non-custodial wallet which supports the Chiliz Chain to trade \$DOJO directly in a decentralized, peer-to-peer environment.

## **G.11 Crypto-Assets Transfer Restrictions**

No lock-up period in place. Tokens may be freely traded and therefore unlocked immediately upon distribution of the \$DOJO tokens to the purchasers' wallet.

## **G.12 Supply Adjustment Protocols**

No.

## **G.13 Supply Adjustment Mechanisms**

Not applicable.

## **G.14 Token Value Protection Schemes**

No.

## **G.15 Token Value Protection Schemes Description**

Not applicable.

## **G.16 Compensation Schemes**

No.

## **G.17 Compensation Schemes Description**

Not applicable.

## **G.18 Applicable Laws**

Law of Switzerland

Regulation (EU) 2023/1114.

## **G.19 Competent Court**

Subject to mandatory applicable law, any dispute arising out of or in connection with this white paper and all claims in connection with the \$DOJO token shall be exclusively, including the validity, invalidity, breach or termination thereof, subject to the jurisdiction of the courts of the

District Court of Zug (Kantonsgericht Zug), Aabachstr. 3, Postfach 6301 Zug, Switzerland, jurisdiction of Switzerland.

## **H. Part H – information on the underlying technology**

### **H.1 Distributed ledger technology**

- The Chiliz Chain is the blockchain technology used for the issuance and storing of \$DOJO, a token issued under the CAP-20 token standard used to issue tokens on the Chiliz Chain. The Chiliz Chain presents the following characteristics:
  - It is an EVM (Ethereum Virtual Machine) compatible blockchain. EVM-compatible blockchains implement the same instruction set and data structures as the Ethereum blockchain.
  - The Chiliz Chain follows a Proof of Staked Authority (PoSA) consensus mechanism, meaning that only a limited number of main validators can validate transactions and add blocks to the chain. New validators must stake Chiliz Token (\$CHZ), the native token of the Chiliz Chain, and be approved by validators through on-chain governance. Validator seats are currently limited to 13 (subject to on-chain governance).
  - The Chiliz Chain can handle up to 400 Transactions per second (TPS).
  - Transaction costs on the Chiliz Chain are relatively low, with a minimum gas price of 2501GWEI (units used for the calculation of gas fees on EVM-compatible blockchains).
  - The Chain System contracts, including those responsible for core functionalities such as staking, governance, and upgrade mechanisms, are fully audited.
  - Tokens issued on the Chiliz Chain follow CAP-20 Token Standard (ERC-20 compatible).

### **H.2 Protocols and Technical Standards**

#### **Protocols and Consensus Mechanisms:**

##### **1. Proof of Stake Authority (PoSA):**

- Under PoSA, a fixed number of validators take turns to validate transactions and produce blocks. On the Chiliz Chain, the main validator set is currently limited to 12 main validators.
- Validators must stake Chiliz Token (\$CHZ) and be approved by current validators through on-chain governance to become a main validator.

#### **Technical Standards:**

##### **1. CAP-20 Token Standard (ERC-20 compatible):**

- \$DOJO adheres to the CAP-20 token standard, the Chiliz Chain's equivalent of ERC-20 used within the Ethereum blockchain.
- This standard ensures compatibility with Chiliz Chain's ecosystem, including decentralized exchanges (DEXs), wallets, and decentralized applications (dApps).

##### **2. Transaction Efficiency:**

- Under its current implementation, the Chiliz Chain is capable of processing up to 400 transactions per second (TPS).
- \$DOJO benefits from Chiliz Chain's low transaction fees, making it ideal for high-frequency trading and broad accessibility.

##### **3. Secure Token Transfers:**

- The Chiliz Chain implements cryptographic calculations and encryption, allowing it to secure each transaction added to the chain.

### **Why These Standards Matter for \$DOJO:**

- The use of Chiliz Chain protocols and technical standards enables \$DOJO to provide a fast, secure, and cost-effective experience for participants. These features ensure that \$DOJO operates efficiently within the Chiliz Chain ecosystem, supporting its goals of accessibility, scalability, and compliance in the crypto-asset space.

## **H.3 Technology Used**

### **Technology Enabling Holding, Storing, and Transfer**

#### **1. Chiliz Chain-Compatible Wallets:**

- The \$DOJO tokens can be held and stored in any Chiliz Chain-compatible wallet, such as Socios.com, MetaMask, or other wallets supporting the CAP-20 token standard.
- These wallets provide secure storage and user-friendly interfaces for managing \$DOJO and other ERC-20 compatible tokens.

#### **2. Decentralized Ledger:**

- The Chiliz Chain serves as the decentralized ledger for all \$DOJO transactions.
- It maintains an immutable record of token ownership and transfers, ensuring transparency and security.

#### **3. SPL Token Standard:**

- The \$DOJO is an CAP-20 token, which is the Chiliz Chain's equivalent to Ethereum's ERC-20 token standard.
- This standard ensures compatibility across Chiliz Chain's ecosystem, enabling seamless integration with decentralized exchanges (DEXs), wallets, and decentralized applications (dApps).

#### **4. Smart Contracts:**

- All token issuance, refund mechanisms, and transfers during the public offer are managed by audited Chiliz Chain smart contracts, ensuring transparency and security.
- The smart contract infrastructure guarantees accurate token distribution and the enforcement of vesting schedules for the issuer and team allocations.

#### **5. Blockchain Scalability:**

- Chiliz Chain security and low fees allow \$DOJO to be transferred efficiently, even during periods of high network activity.

### **Security Measures for Holding and Transfers**

#### **1. Private Key Management:**

- Users must securely store their wallet private keys and recovery phrases to maintain control over their \$DOJO tokens.

#### **2. Cryptographic Integrity:**

- Chiliz Chain uses elliptic curve cryptography calculations and encryption to ensure that all transactions and transfers are securely verified and executed.

## **H.4 Consensus Mechanism**

Please refer further to the information provided in section H.1 above.

## **H.5 Incentive Mechanisms and Applicable Fees**

Please refer further to the information provided in section H.1 above.

## **H.6 Use of Distributed Ledger Technology**

false – No (meaning that the DLT is not operated by the issuer or a third-party acting on the issuer's behalf).

## **H.7 DLT Functionality Description**

Please refer further to the information provided in section H.1 above.

## **H.8 Audit**

**Yes - this was conducted by Halborn.**

## **H.9 Audit Outcome**

The audit was conducted in December 2022 by Halborn, some risks were reported and were fixed by the team before the official launch of the Chiliz Chain mainnet in 2023. The contracts go through regular audits when new contracts are added or existing contracts are updated. The latest audit was also conducted by Halborn in line with the Dragon8 hard fork in June 2024.

# **I. Part I – Information on risks**

**Subject only to the limitations and requirements of MiCA and applicable mandatory statutes, each user of the crypto-asset as covered by this white paper acts in their own sole responsibility and at their own sole risk. All liability in regards to the risks mentioned herein is excluded, as far as legally permissible.**

## **I.1 Offer-Related Risks**

### **1. Operational and Technical Risks:**

#### **Blockchain Dependency Risk**

- The \$DOJO token is built on the Chiliz Chain, making it inherently reliant on the stability, security, and long-term operation of the underlying blockchain. Any disruptions, protocol upgrades, or governance decisions on the Chiliz Chain could potentially impact the token's functionality, transaction speed, and overall ecosystem integration. Changes to gas fees, validator incentives, or consensus mechanisms may also influence transaction costs and user adoption.

#### **Smart Contract Risks**

- Despite thorough testing and audits, smart contracts are susceptible to vulnerabilities such as logic errors, reentrancy attacks, or integer overflows. If an exploit is discovered in the \$DOJO token's contract, it could lead to financial losses, token theft, or unintended behaviors.

#### **Wallet and Storage Risks**

- Users and holders of \$DOJO are responsible for securely managing their wallets and private keys. If a wallet is compromised due to phishing attacks, malware, or user negligence, funds may be permanently lost. Additionally, potential security breaches in third-party custodial wallets could impact user experience and ultimately result in loss of funds.

#### **Network Security Risks**

- While Chiliz Chain benefits from robust blockchain security, it remains susceptible to network-level attacks such as Sybil attacks, 51% attacks, or DDoS attempts on validators.

#### **Ecosystem Dependency Risks**

- The \$DOJO token will be compatible with many platforms across the Chiliz Chain or even the wider EVM Ecosystem. It is always best practice to only interact with reputable platforms which

the \$DOJO token issuer partners with or suggests in terms of Dapps, DEXs and Centralized platforms.

## **Evolving Technology Risks**

- Blockchain technology is rapidly evolving, and new standards, protocols, or competitor chains could render existing token implementations obsolete. The NIP team will keep an eye on trends changes and upgrades to make sure the \$DOJO token does not fall short.

### **I.2 Issuer-Related Risks**

**Regulatory Compliance Risks:** Issuers of crypto assets must adhere to a wide array of regulatory requirements across different jurisdictions. Non-compliance can result in fines, sanctions, or the prohibition of the crypto asset offering, impacting its viability and market acceptance.

**Operational Risks:** These include risks related to the issuer's internal processes, personnel, and technologies, which can affect their ability to manage crypto-asset operations effectively. Failures in operational integrity might lead to disruptions, financial losses, or reputational damage.

**Legal Risks:** Legal uncertainties, potential lawsuits, or adverse legal rulings can pose significant risks to issuers. Legal challenges may affect the legality, usability, or value of a crypto-asset.

**Reputational Risks:** Negative publicity, whether due to operational failures, security breaches, or association with illicit activities, can damage an issuer's reputation and, by extension, the value and acceptance of the crypto-asset.

**Dependency on Key Individuals:** The success of some crypto projects can be highly dependent on the expertise and leadership of key individuals. Loss or changes in the project's leadership can lead to disruptions, loss of trust, or project failure.

**Counterparty Risks:** Risks associated with the issuer's partners, suppliers, or collaborators, including the potential for non-fulfillment of obligations that can affect the issuer's operations.

### **I.3 Crypto-Assets-Related Risks**

#### **1. Regulatory Risks:**

##### **Compliance with MiCA:**

- Although the \$DOJO is designed to be fully compliant with MiCA, future changes to regulatory requirements could affect the token's status or its ability to be traded.

##### **Jurisdictional Limitations:**

- Purchasers must ensure compliance with local laws in their respective jurisdictions, as regulatory treatment of crypto-assets may vary.

#### **2. Market and Liquidity Risks:**

##### **Volatility:**

- \$DOJO's value is likely to be highly volatile and subject to market speculation. The token's price may fluctuate significantly, resulting in potential losses.

##### **Liquidity Risk:**

- The availability of liquidity depends on the level of trading activity on decentralized exchanges (DEXs) and, where applicable, on centralized exchanges (CEXs). Insufficient trading volume could hinder the ability to buy or sell the \$DOJO tokens.

### **I.4 Project Implementation-Related Risks**

See I1.

### **I.5 Technology-Related Risks**

See I1.

## I.6 Mitigation Measures

The \$DOJO project implements several measures to mitigate the risks associated with the technology used to deploy the \$DOJO public offer as follows:

### 1. Smart Contract Risks

- **Comprehensive Testing:** The smart contracts were extensively tested in multiple scenarios to ensure reliability and correctness during token distribution and refunds.

### 2. Wallet and Storage Risks

- **User Education:** The project provides clear guidance to participants on securely managing their private keys and using Chiliz Chain-compatible wallets, minimizing risks related to loss of access.

### 3. Network Security Risks

- **Validator Network Diversity:** Chiliz Chain's validator network continues to grow and diversify, enhancing resilience against potential centralization or targeted attacks.

### 4. Ecosystem Dependency Risks

- **Partnerships with Established Platforms:** The \$DOJO implementing team aims to collaborate with established and reliable DEX to ensure a smooth trading experience. Any potential future CEX listings shall always prioritize reputable platforms to reduce operational risks.

### 5. Evolving Technology Risks

- **Adoption of Updates:** The \$DOJO project team actively monitors advancements in blockchain technology and commits to adopting improvements in the Chiliz Chain ecosystem to maintain competitiveness.

## J. INFORMATION ON THE SUSTAINABILITY INDICATORS IN RELATION TO ADVERSE IMPACT ON THE CLIMATE AND OTHER ENVIRONMENT-RELATED ADVERSE IMPACTS

### J.1 Mandatory information on principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism

General information	
S.1 Name Name reported in field A.1	Socios Technologies AG
S.2 Relevant legal entity identifier Identifier referred to in field A.6	LEI Not available. Funds raised during the public offer may be used to acquire one.

<p>S.3 Name of the crypto-asset</p> <p>Name of the crypto-asset, as reported in field D.2</p>	<p>\$DOJO</p>
<p>S.4 Consensus Mechanism</p> <p>The consensus mechanism, as reported in field H.4</p>	<p>\$DOJO is issued on the Chiliz Chain: The Chiliz Chain relies on a Proof-of-Staked-Authority (PoSA) consensus mechanism, which integrates elements of Proof-of-Authority (PoA) and Proof-of-Stake (PoS). In this implementation, a limited set of validators, currently capped at 12, take turns producing and validating blocks. Validators are selected based on the amount of \$CHZ tokens (The Chiliz Chain's native token) they staked on-chain.. This hybrid approach ensures rapid block times and cost-effective transactions while maintaining network security and integrity. Advanced security features, including double-sign detection and slashing mechanisms, are implemented to uphold the chain's stability and finality.</p>
<p>S.5 Incentive Mechanisms and Applicable Fees</p> <p>Incentive mechanisms to secure transactions and any fees applicable, as reported in field H.5</p>	<p>\$DOJO is issued on the Chiliz Chain: On the Chiliz Chain, both validators and delegators are incentivized through a structured staking model. Validators are responsible for creating and validating blocks, and in return, they earn rewards derived from transaction fees and a portion of the network's inflationary token supply. Delegators, who may not run validator nodes themselves, can participate by delegating their \$CHZ tokens to chosen validators. This delegation allows them to earn a share of the validators rewards proportional to the amount of \$CHZ tokens delegated, thereby promoting broader community involvement and greater security. Transaction fees are low and encourage widespread participation and high volume of transactions. Additionally, the network has implemented a transaction fee burning mechanism inspired by EIP-1559 governance proposal, where a significant portion of the gas fees is burned at the protocol level, introducing a deflationary mechanism to \$CHZ token supply.</p>

S.6 Beginning of the period to which the disclosure relates	2024-02-07
S.7 End of the period to which the disclosure relates	2025-02-07
Mandatory key indicator on energy consumption	
<p>S.8 Energy consumption</p> <p>Total amount of energy used for the validation of transactions and the maintenance of the integrity of the distributed ledger of transactions, expressed per calendar year</p>	48.20178 kWh
Sources and methodologies	
<p>S.9 Energy consumption sources and Methodologies</p> <p>Sources and methodologies used in relation to the information reported in field S.8</p>	<p>The token in question is issued within the “Chiliz network”: To calculate the energy consumption of the \$DOJO token, the total energy consumption of the Chiliz network is first determined.</p> <p>The share of the token within the network is then determined and a corresponding share of the network's energy consumption is attributed to the token. Since the token has not yet been launched at the time of writing this white paper, estimates are used to determine the share of the token. Other tokens with the same characteristics in terms of technical implementation and structure of the project are selected for this.</p>

**J.2 Supplementary information on principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism**

Supplementary key indicators on energy and GHG emissions	
<p>S.10 Renewable energy consumption</p> <p>Share of energy used generated from renewable sources, expressed as a percentage of the total amount of energy used per calendar year, for the validation of transactions and the maintenance of the integrity of the distributed ledger of transactions.</p>	17.204390967 %



<p>S.11 Energy intensity</p> <p>Average amount of energy used per validated transaction</p>	<p>0.43658 kWh</p>
<p>S.12 Scope 1 DLT GHG emissions – Controlled</p> <p>Scope 1 GHG emissions per calendar year for the validation of transactions and the maintenance of the integrity of the distributed ledger of transactions</p>	<p>0.00000 tCO<sub>2</sub>e/a</p>
<p>S.13 Scope 2 DLT GHG emissions – Purchased</p> <p>Scope 2 GHG emissions, expressed in tCO<sub>2</sub>e per calendar year for the validation of transactions and the maintenance of the integrity of the distributed ledger of transactions</p>	<p>0,01623 tCO<sub>2</sub>e/a</p>
<p>S.14 GHG intensity</p> <p>Average GHG emissions (scope 1 and scope 2) per validated transaction</p>	<p>0.14702 kgCO<sub>2</sub>e</p>
Sources and methodologies	
<p>S.15 Key energy sources and methodologies</p> <p>Sources and methodologies used in relation to the information reported in fields S.10 and S.11</p>	<p>To determine the proportion of renewable energy usage, the locations of the nodes are to be determined using public information sites, open-source crawlers and crawlers developed in-house. If no information is available on the geographic distribution of the nodes, reference networks are used which are comparable in terms of their incentivization structure and consensus mechanism. This geo-information is merged with public information from the European Environment Agency (EEA) and thus determined.</p>
<p>S.16 Key GHG sources and methodologies</p> <p>Sources and methodologies used in relation to the information reported in fields S.12, S.13 and S.14</p>	<p>To determine the GHG emissions, the locations of the nodes are to be determined using public information sites, open-source crawlers and crawlers developed in-house. If no information is available on the geographic distribution of the nodes, reference networks are used which are comparable in terms of their incentivization structure and consensus mechanism. This geo-information is merged with public information from the European Environment Agency (EEA) and thus determined.</p>

**ANNEX: INFORMATION ABOUT OFFERORS, PERSONS SEEKING ADMISSION  
TO TRADING OR OPERATORS OF TRADING PLATFORMS**

<b>Name of the offeror(s), person(s) seeking admission to trading, or operator(s) of trading platforms, on whose behalf this explanation is issued</b>	<b>Regulated status (if any) of the offeror(s), person(s) seeking admission to trading, or operator(s) (authori- sation or registration to carry out financial services activity/ies)</b>	<b>LEI (if applicable)</b>	<b>EEA/Member State of establishment, branch or registered office (as applicable)</b>	<b>Point of contact</b>
Socios Technologies AG	Not applicable	Not available. Funds raised during the public offer may be used to acquire one.	<i>non-EU entity, Swiss registered company</i>	corporate@socios.com