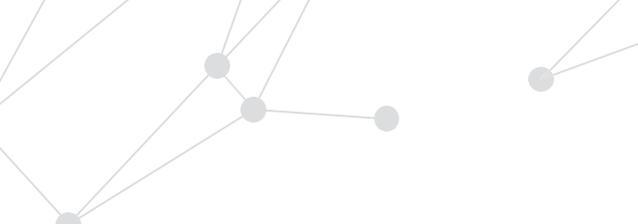




FTHECO₂

Save the planet, token by token

Whitepaper



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Preface

Global warming is a problem for all mankind, we all pay the consequences in terms of physical, mental and economic health. Governments have worked to correct this problem through the introduction of the carbon tax and the Net Zero program. These elements combined form the demand for Carbon Credits, tradable certificates that allow the company that has generated a CO₂ saving to make a profit by selling its certificates to polluting companies, in order to bring the carbon footprint to zero. These trades are usually reserved for sophisticated intermediaries with the aim of profit, not to save our planet.

We believe that everyone affected by the problem should be able to enjoy this transfer of wealth. So, in the spirit of a modern Robin Hood, we are launching the F***theCO₂ project. The aim of the project is to bring together small and large companies around this concept of fair redistribution of wealth, guaranteeing partner companies, the generators of Carbon Credits, not only an economic advantage, but above all the recognition of their brand as belonging to a virtuous and sustainable movement, while at the same time allowing all owners of our token to enjoy proportionally the same advantage.

In this way we take an existing business that is exclusive to the elite and make it democratic, accessible to our community, achieving 2 goals at the same time: to allow everyone to take part in an evolving and profitable business and also to contribute to a greener ecosystem.

This is where F***theCO₂ comes in. Our aim is to make this process democratic and allow everyone to have a stock in the CO₂ credit market and to demonstrate its support in the fight against CO₂. This preface is required to fully understand the scope of this project. Everything you read below is about how to transfer a traditional already established business into the blockchain in order to tokenize and democratize it. This enables wide access and comes with additional benefits that the current industry is lacking.



1. Introduction

Climate Change, Sustainability, Clean Water, and Clean Nutrition are among the 4 megatrends where there is large consensus that these are among the biggest challenges on Planet Earth. On closer inspection, you notice that many concepts that make use of these labels are shallow.

It is our observation that many projects and organizations with a green label often do just “follow the trend” without having a proper business proposition. F***TheCO2 was founded to specifically change this.

It is simple, generate a real business use case with a win/win relationship between adversaries as polluters and climate protectors. So our proposal is: Let us all prosper together in a win/win model.



We decided to approach this field from a different way, we focus on the practical aspects versus ideology, it is our strong belief that we can only make a fundamental impact with a tangible business model.

1.1 Vision

The introduction of the Carbon Credits changed the game and polluters had to take responsibility. We want to expand the vision of that model and take a futuristic approach by transforming this model using the latest technology, in this case the blockchain. We will allow everyone to enjoy one of the largest wealth transfers thanks to a token which represent the support of the community to the fight against the climate change.

We also observed that a significant number of actors in this industry are more concerned with surfing either the sustainability trend or associate themselves with various green labels without a concrete practical use case.

We decided to approach this field from a different way, we focus on the practical aspects versus ideology, it is our strong belief that we can only make a fundamental impact with a tangible business model.

We are determined to scale F***TheCO₂ to become a worldwide movement for people who share the same mindset.

1.1.1 Concept

A Carbon Credit is an instrument which recognize the carbon emissions spared by a qualified activity. Those carbon credits are then acquired by polluting industries in order to offset their impact to the environment. Carbon credits do not have a clear legal qualification in Switzerland, but in the practice, they are not considered as a financial product.

1.1.2 What is the F****TheCO₂ token?

The F****TheCO₂ is a token (“FCO”) that does not represent the Carbon credits, but rather the commitment to fight against the climate changes and opens the Carbon credits marketplace to everyone. FCO is a token that demonstrates the will of the holder and the company participating in the project to recognize that the fight against the climate change is more than just an offsets of carbon credits. The purpose of FCO is to become a recognized standard for Environmental sustainability and holding the FCO token consist primarily in supporting this idea.

Therefore, as of the day of the token offering, F****theCO₂ Token does not have the legal qualification of a security pursuant to Swiss Law and is not qualified as an Asset Token pursuant to the Guidelines (the “Guidelines”) issued on February 16, 2008 by Swiss Financial Market



Supervisory Authority (“FINMA”), since the FCO token does not represent any kind of financial right, or the carbon credit, but just a support for the movement to combat the climate changes. The sale of FCO is final: the Token is non-refundable and not redeemable.

As of the day of the token placement, the Token sale is currently not subject to the Financial Services Act and the Financial Market Infrastructure Act, which ensure that the sale of certain products or assets is subject to regulatory scrutiny for the investors’ protection and may only be sold to investors provided that, inter alia, the respective documentation includes all the proper disclosures and that the sale of investments.

1.1.3 TOKEN DOCUMENTATION

This white paper (the “White Paper”) shall form the entire documentation for the Token sale (the “Token Documentation”).

1.2 CONCEPT

The FCO project involves the creation of the cryptocurrency F****theCO₂ (FCO) issued by Iperborea SA, a newly established Swiss limited company with headquarters in the city of Lugano, Switzerland. The Project aims to become the leading cryptocurrency associated with green energy and sustainability.

The tokeneconomics foreseen by the project is the following:

- Alpha generates CO₂ credits and wants to join the FCO project.
- Alpha contacts Iperborea SA, the FCO issuer, and formalises the partnership by establishing what percentage of the CO₂ credits it generates will be allocated to the F****theCO₂ project and under what economic conditions.
- Alpha buys on the market an amount of FCO agreed between the parties, which can be recorded in the balance sheet assets.
- Alpha transfers the agreed Carbon Credits to Iperborea SA.
- Iperborea monetises the Carbon Credits received by applying the best execution rules of its brokers.
- Iperborea injects 55% of the proceeds from the sale directly into the FCO pool, increasing its liquidity and thus allowing all token holders to participate in the profits from the sale of the carbon credits.



- The remaining 45% is partly used for communication to raise awareness of Alpha's participation in the F****theCO₂ project and to cover the costs of the project.
- Alpha will now have an asset in the balance sheet with an increased value.
- Alpha will get as counter-performance a valuable marketing tool thanks to the tangibility of their goodwill in the participation in the project F****theCO₂.

The more companies that will participate in the network the more carbon credits will be generated by those members and increase the pool liquidity and at the same time increase the number of persons willing to sustain FCO as a label for the fight against the CO₂.

The pool brings several benefits to the ecosystem. If a company, even a very small one, generates a certain amount of carbon credit, it could become a partner purchasing a specified amount of FCO tokens, and decide to sell its CO₂ credit to F**** The CO₂ project.

Based on the agreements between the issuing company and the new associate, all or part of the carbon credit generated by it will be added to that of the other associates and traded by our brokers. Fifty-five percent (55%) of the cash from the trade of this carbon credits is injected into the pool and helps increase the liquidity of the token and allowing therefore the token holder to participate to the carbon credit marketplace.

FCO is an ESG Label, **ESG stands for Environmental, Social and Governance and refers to three central factors in measuring the sustainability of an investment.** Because Future Partners will participate in the F****theCO₂ project with the idea that the wealth from the sale of carbon credits should be shared with as many people as possible. Those who purchase the FCO token will support the project and consequently the partner companies on this ideal path.

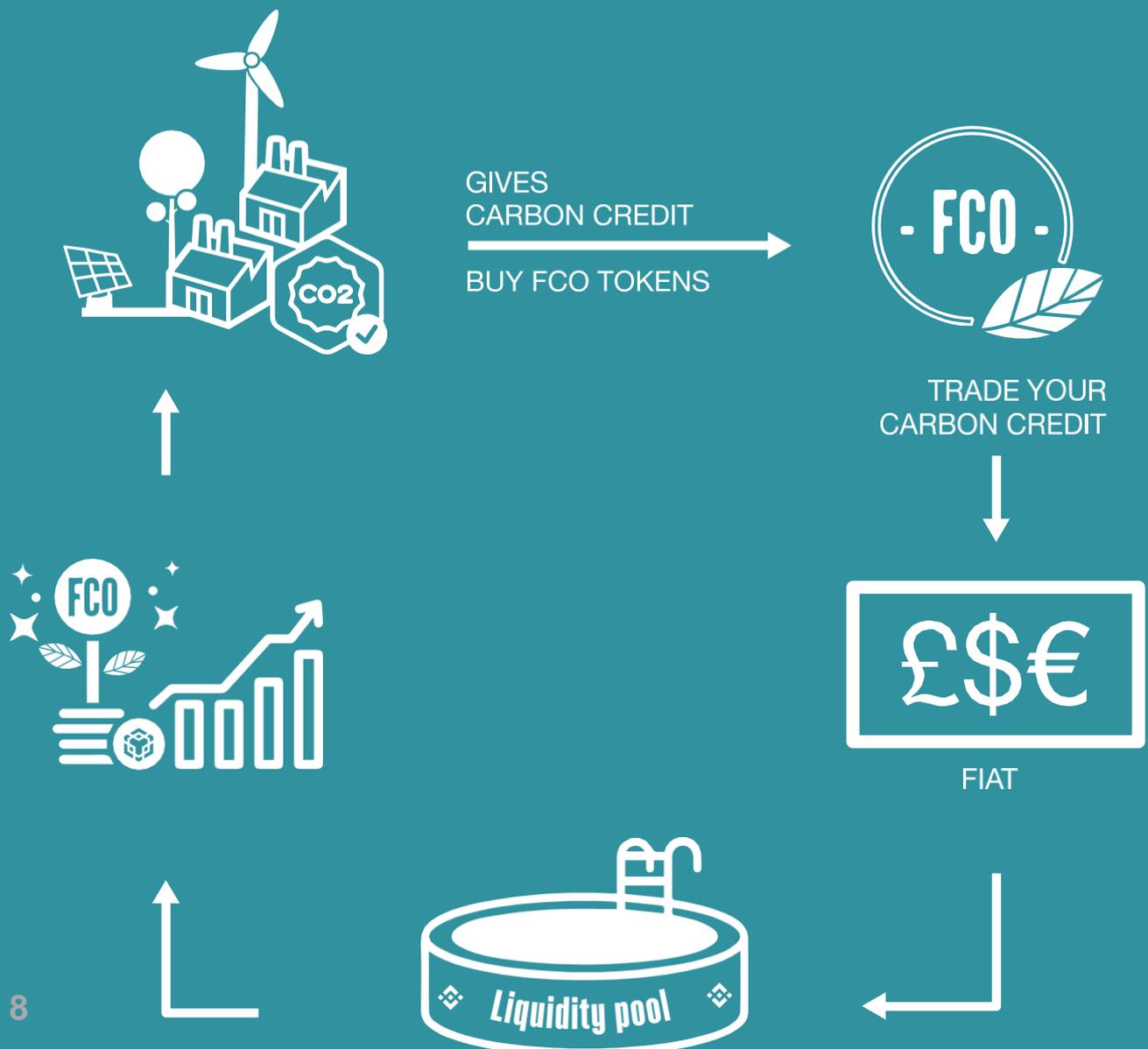


1.3 Business Model

Without the complexities typical of modern cryptocurrency, our business model is centered around the social responsibility of our partners who agree to have the community participating to the carbon credits' market generated by them.

Just like tokenizing stocks and commodities have been big innovations in cryptocurrency, we are simply creating another evolution by tokenizing the social responsibility of the companies participating in the project.

The consumers are now able to support the companies participating in the FCO program by acquiring themselves, the FCO token and also participate in the share of the carbon credit market. With F****TheCO₂, everyone can participate in such marketplace as well as support the battle against the climate changes.



1.4 Core Value Proposition

Our Approach to solve the Challenges for Investors

FCO has the ambition to lead with an example that makes real use of cryptocurrency for the business model, we are intending to disrupt an already existing market with our innovation. Last but not least we see the potential of additional value created in this space that will contribute to building a better tomorrow.

The carbon credit market is growing fast but has its flaws, since only companies can take part of it even if the consumers' suffer the consequences of the climate changes. This is where FCO comes in play, by making the carbon credit market accessible to the people. For that reason, we decided to go with a cryptocurrency in order to make a business that is facilitated primarily by more democratic Elites.

Did you know that companies like Tesla generate substantial revenue from carbon credit trading but do not share any of this revenue with the community which is supporting the damages caused by the climate disasters? The companies participating in FCO are willing to change this and to share their revenues with the community!

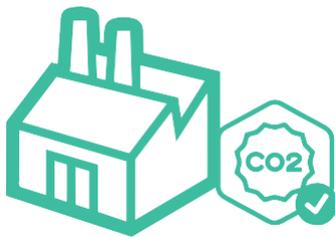


1. Ecosystem

The FCO Ecosystem is composed of the following players.



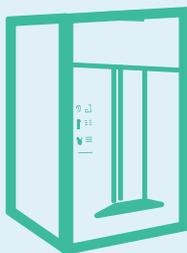
CARBON CREDIT BUYER



CARBON CREDIT PRODUCER



TOKEN HOLDERS



OUR FIRST PARTNER

1. Component 1 - Carbon Credit Buyers

Most of these large buyers are from the oil and gas sector, but also Tech Companies such as Alphabet or Microsoft.

2. Component 2 - Carbon Credit Producers

Any entity or company which produce carbon credits, like farmers and any landowners, specifically those that own forests, as well as green energy producers such as photovoltaic, wind energy and other sustainable producers of green energy willing to share their carbon credits with the community.



Our first partner is Future Springs (<https://www.futuresprings.com/>), a company who has access to a new technology that revolutionizes and saves the entire water market. Future Springs intends to revolutionize radically the ecosystem of water. Through this machine any water source can be purified thanks to an optimized and automated miniature created to complete a distillation cycle fast that guarantees an extraordinary taste to the water pure and fresh with any taste desired. The hyper mineralized biodegradable capsules enrich distilled water and transform it into mineralized water rich in nutrients and taste to combine health and pleasure. Future Spring will be the first company purchasing FCO tokens and transferring their carbon credit to Iperborea in exchange of a marketing reward and the FCO label for social sustainability.

2.3 Component 3 - Token Holders

Any person or entity purchasing the token with the aim to support the FCO network, the share of social responsibility and the fight against the climate change.



3.0 Token, Tokenomics and Use Case

Detailed Break Down of the Tokenomics

Issuer

- Iperborea SA, Lugano, Switzerland.

Time Lines

- Listing: June 9, 2022

Token

- **Total supply : 1,000,000,000**

Token Distribution

- **Founders : 25,000,000 - 2.5%, Team : 5,000,000 - 0.50%. and Charity 5,000,000 0.50%**
- As a demonstration of their great conviction of the project, all the stakeholders of the operation (Founders, Team) will pay the 0.05 \$ tokens through a dedicated smartcontract.
- **First Partner: 150,000,000 - 15.0%.**
- Future Springs, acting as a principal partner, will acquire 150,000,000.00 tokens at the of 0.05 \$ through a dedicated smart contract
- **Private placement : 11,111,111 - 1.11%.**
- The issuer has sold 1.11% of the token supply during a private sale for USD 1 Mio. The tokens sold on private placement are covered by a vesting with a monthly cliff of 1.9%, this lockup period will finish at the Smart Contract* closure. The smart contract will end its activity after 12 months from activation (06/9/22) and/or in a shorter period with the sale of all the tokens in it.
- **Treasury: 78,888,889 – 7.89%**
- The issuer will keep in treasury 78,888,889 tokens.
- **SMART CONTRACT: 725,000,000 – 72.5%**
- The Smart Contract* will release a predetermined percentile of tokens upon reaching the price of USD 0.27 per token, to calm the price growth. After 12 months if there are still unsold tokens in the Smart Contract they will be burned. The 10% percent of the mass of these tokens will automatically go into the pool. If none of the tokens in this contract are burned the founders will have received a bonus of the same amount and condition of the initial.



The distribution of funds and tokens

FUNDS ALLOCATION		
TOKEN ALLOCATION		% TOKEN ALLOCATION
FOUNDERS	25,000,000	2.50 %
FIRST PARTNERS	150,000,000	15 %
SMART CONTRACT	725,000,000	72.5%
TEAM	5,000,000	0.50 %
CHARITY	5,000,000	0.50 %
PRIVATE PLACEMENT	11,111,111	1.11 %
TREASURY	78,888,889	7.89%

Specifics of the FCO Token

Hard cap	
Total supply	1,000,000,000
Name	FtheCo2
Symbol	FCO
Decimals	18



Smart Contract Sales and Pool Increase

During the first twelve months of the token sale, the FCO smart contract that stabilizes the price will monitor the tokens that are inside the pool, and every time the pool is loaded with \$30k the contract will take care of draining this liquidity to stabilize the price at \$0.27.

Roadmap

2022 Q2

Launch on PancakeSwap: Launch on PancakeSwap on 06/09/2022

2022 Q2

Smart Contract: Smart Contract start working – 06/09/2022

2023 Q2

Smart Contract: Smart Contract stop working – 06/09/2023



5. Legal Consideration

A. **KNOWLEDGE REQUIRED**

1. Any purchaser of FCO (the “Purchaser”) shall understand and have significant experience of cryptocurrency, blockchain systems and services, and understand the risks associated with the crowdsale as well as the mechanisms related to the use of cryptocurrency (including the storage).
2. The Purchaser shall carefully review the Token Documentation to understand the risks, costs and benefits associated with the purchase, storage and use of FCO.

B. **RISKS**

1. Acquiring FCO and storing them involves various risks, in particular (but not limited to) the risk that Iperborea SA may not be able to launch its platform and/or its operations, to develop or exploit its blockchain and/or to provide the services to which the FCO relates or is forced (in particular due to changes in the legal environment and/or issuance of new laws or regulations and/or new leading interpretation of current legal framework and/or case law, which might also have a retroactive effect) to stop its operations or change its business model. Therefore, and prior to acquiring FCO, any user should carefully consider the risks, costs and benefits of acquiring FCO in the context of the crowdsale and, if necessary, obtain independent legal and tax advice in this regard.
2. Any interested person who is not in the position to accept or to understand the risks associated with the activity (including the risks related to the non-development of the Iperborea project) or any other risks as indicated herein or in the Token Documentation) shall not acquire the Tokens.

C. **NO INVESTMENT INVITATION**

1. This White Paper shall not and cannot be considered as an invitation to enter into an investment. It does not constitute or relate in any way nor should it be considered or interpreted as an offering of securities in any jurisdiction.
2. The White Paper does not include nor contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision.
3. This document does not constitute an offer or an invitation to purchase shares, bonds, securities or rights relating to Iperborea or to any related or associated company (the “Company’s Group”).

D. **NO SECURITY**

1. FCO are not convertible in shares or certificates of the Company or Company’s Group and do not grant any right to receive any such share or certificate.
2. FCO do not confer any direct or indirect right to Iperborea’s or Company’s Group capital or income and, in particular, do not grant any right to dividends or interests or to any other share or participation to the Iperborea or Company’s Group revenue or earnings.
3. FCO are not proof of ownership of any assets belonging to Iperborea or Company’s Group or of a right of control over Iperborea or Company’s Group and do not grant to the owner any right to assets of Iperborea or Company’s Group.



4.FCO are not shares or participation certificates and do not give any right to participate to, or vote in, the general meeting of Iperborea or Company's Group or to influence, in any way, the respective corporate governance or the decisions of the corporate bodies of Iperborea or Company's Group.

5.Subject to Article G. below, based on the above, at the date of the ICO Placement, the Company considers that FCO does not have the legal qualification of a security pursuant to Swiss Law and does therefore not qualify as an "Asset Token" in Switzerland as interpreted by FINMA in the Guidelines.

E. CHANGES IN THE LEGAL ENVIRONMENT

1.The ICO Placement and the purchase of FCOs is taking place within a legal environment that is still under development. Regulatory authorities are carefully scrutinizing businesses and operations associated to cryptocurrency in the world.

2.Regulatory measures, investigations or actions may impact Iperborea's business and even limit or prevent it from performing or developing its operations.

3.Any person acquiring FCO shall be aware that Iperborea's business model and the Token Documentation may change because of new legal, regulatory and compliance requirements from any applicable laws in any jurisdictions, even with retroactive effect. In such a case, Purchasers and anyone acquiring FCO acknowledge and accept that neither Iperborea nor any of its affiliates shall be held liable for any direct or indirect loss or damage caused by such changes.

4.Iperborea is, as of the date of issue of this White Paper, not a financial intermediary according to Swiss Law and is not required to obtain any authorization for Anti-Money Laundering purpose. This qualification may change at any time if the services offered by Iperborea will be considered as a financial intermediation activity pursuant to applicable law. In this event, the use of Iperborea services will require the positive conclusion of an AML/KYC identification process and the Purchaser agrees to immediately provide to Company, upon its respective request, all requested documents and information necessary or useful to the Company to fulfill its legal obligations.

F THIS IS NOT AN OFFER – NO INVESTMENT ADVICE – NO REPRESENTATIONS AND WARRANTIES

1.This White Paper shall not be construed as an offer, personal recommendation or solicitation to conclude a transaction and should not be treated as giving investment advice.

2.Iperborea is not to be considered as an advisor in any legal, tax or financial matters. Any information in the White Paper is given for general information purpose only and Iperborea does not provide any representation and/or warranty as to the accuracy and completeness of the information included in the White Paper.

3.Given the lack of qualification of the crypto-token in most countries, the Purchaser is strongly advised to carry out a legal and tax analysis concerning the purchase and ownership of FCO according to his/her/its nationality and place of residence.



G. IMPORTANT INFORMATION AND DISCLAIMER

1. Iperborea will do its utmost to launch its operations, develop the Iperborea platform and/ or provide the services highlighted in this White Paper. Anyone undertaking to acquire FCO shall be aware that Iperborea does not provide any guarantee that it will be able to achieve the project highlighted in this White Paper.

2. By subscribing FCO, the Iperborea assumes no liability or responsibility for any loss or damage that would result from or relate to the Users' failure to receive (or to timely receive) the FCOs or to the incapacity to use FCOs, as well as for any failure or malfunction of the respective Smart Contract, except in case of intentional misconduct or gross negligence directly attributable to the Company.

3. FCO is based on the Binance Smart Chain protocol. Any malfunction, unplanned function or unexpected operation of the Binance Smart Chain protocol may cause the Iperborea network or FCO to malfunction or operate in a way that is not expected. Moreover, the native Binance Smart Chain Protocol account unit may itself lose value in a similar way to FCOs, and also in other ways. Iperborea assumes no liability or responsibility in this respect except in case of intentional misconduct or gross negligence directly attributable to the Company.

4. Iperborea assumes no liability or responsibility whatsoever for any loss of FCO or situations making it impossible to access FCO, which may result from any actions or omissions of the User, as well as in case of hacker attacks.

H. USER REPRESENTATIONS AND WARRANTIES

1. By participating in the ICO Placement and by purchasing FCO the Purchaser confirms that he/she/it:

- a. has read and understood the Token Documentation and accepts to be legally bound by its terms;
- b. has sufficient knowledge about the nature of the cryptographic tokens and has significant experience with, and functional understanding of, the usage and intricacies of dealing with cryptographic tokens, cryptocurrency and blockchain-based systems and services;
- c. has fully understood and accepts the risks connected with the purchase of the Token outlined in the Token Documentation, including those related to possible changes in the legal environment;
- d. is familiar with all related regulations, in particular (but not limited to) in the specific jurisdiction in which the Purchaser is based, and has received competent advice that participating to ICOs and purchasing cryptographic
- e. tokens is not prohibited, restricted or subject to additional conditions of any kind;
- f. is entitled to purchase [Tokens] in the ICO Placement without requiring any local authorization and is in compliance with the local, state, and national laws and regulations when purchasing;
- g. is authorized and has full power to purchase FCO;



- h. is not a U.S. citizen, resident or entity (a “US Person”) nor is the Purchaser purchasing FCO on behalf of a US Person;
- i. is not a Chinese resident or entity nor are they purchasing FCO or signing on behalf of a Chinese resident;
- l. will not use the ICO Placement for any illegal activity, including but not limited to, for money laundering and/or the financing of terrorism;
- m. the purchase and storage of the Token will not constitute a violation or breach of any applicable law by the Purchaser, in particular in his country of residence or citizenship;
- n. purchases FCO because he/she/it wishes to support the Iperborea network; and
- o. is not purchasing FCO for the purpose of speculative investment or usage.

I. GOVERNING LAW – ARBITRATION

1. The Token Documentation, the Iperborea ICO operation and the purchase of the FCOs shall be governed by and construed in accordance with the substantive laws of Switzerland without regard to the conflicts of law rules and without regard to the rules of the Vienna Convention on the International Sale of Goods dated 11 April 1980.

2. Any dispute, controversy or claim arising out of or in connection with the Token Documentation, the ICO Placement and/or the purchase of the FCOs, shall be finally settled in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be 3 (three), the arbitrators to be appointed in accordance with the said Rules. The seat of the arbitration shall be Lugano, Switzerland. The language of the arbitration shall be English.





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