

WHITE PAPER

[DRAFT]

by Blockchain Escrow Technologies Ltd.

Elevating ICOs

[November 2017]

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1. OVERVIEW

Initial Coin Offerings (“**ICOs**”) are rapidly becoming a popular financing tool for entrepreneurs (“**issuers**”) to fund the development of their initiatives. ICO fundraising has experienced explosive growth in 2017. This decentralized method of backing projects allows remote investors to participate in diverse new ventures that had previously been the exclusive and inaccessible domain of private equity and venture capital specialists. By shifting from a closed financial community to the open blockchain ecosystem, barriers are eliminated between issuers and backers of projects, allowing innovation to thrive with greater freedom than ever before.

Issuers want access to a robust ICO market and sufficient funding to realize their projects. Token buyers want to support credible teams with the genuine intention and capability to realize the projects being backed.

Embracing the ethos of our decentralized blockchain community, Incremint will provide an escrow solution that strengthens the ICO market for issuers and empowers token buyers. How will this work? Until today, most fundraisings via ICOs has resulted in the issuer receiving all of the funding from token buyers immediately, even in cases where the issuer’s project was based on an idea. In certain cases, issuers have not acted responsibly and transparently, and have failed to launch their products. This is endangering the ICO ecosystem and exposing it to the control of regulators.

The Incremint solution transfers a portion of the control from the issuer to the token buyers. This will be achieved by using smart contract technology. Incremint will offer token buyers the opportunity to vote on whether or not to authorize a release of funds escrowed from the ICO. As such, Incremint will increase demand for the tokens of issuers and simultaneously mitigate risks for token buyers. Also, Incremint’s tokens (“**Mints**”) will create a robust pool of dedicated demand in the market for future issuers of tokens, while providing enhanced economic terms for the holders of Mints by way of a 10% discount on token purchases of all future ICOs being conducted with the Incremint platform.

2. THE PROBLEM

To date, ICOs remain largely unregulated. Issuers create a website and publish a white paper articulating their vision for the project very often based on a concept. Token buyers have no ability to perform due diligence on an ICO, which often has no underlying product, and have little or no say in the governance of the project execution post-ICO. ICOs have started attracting significant financing, but without any real checks and balances in terms of protecting token buyers’ rights, many of these ICOs are problematic. Calls for self-regulation within the blockchain community are appreciated but remain at the discretion of the issuer and are often unrealized.

Token buyers are forced to accept responsibility for the risks they are taking in regards to the viability of the project. In doing so, they also assume the risks associated with the integrity and competence of the issuers in delivering the project.

Should a number of ICOs fail due to misaligned interests of issuers or fraudulent activity, it could shake confidence within the community and reduce demand for ICOs. Such circumstances may prompt state regulators to encumber the activity of ICOs altogether, to the further detriment of innovation and the community development.

Further, traditional escrow mechanisms are problematic in the context of ICOs due to the limited capabilities and unwillingness of banks to deal with cryptocurrencies. Existing multiple signature escrow solutions rely on the discretion and performance of a person rather than the automated collective will of token buyers.

3. THE SOLUTION

BCE Technologies believe ICOs will continue to thrive and that the risks of an unregulated ecosystem and little governmental oversight inherent to ICOs can be best mitigated effectively within the blockchain community.

By opting to use Incremint, ICO issuers can commit to their token buyers that a portion of the funds raised in an ICO will be locked up, subject to release only when designated milestones have been met. The determination of whether such milestones have been met is determined by a vote of the token holders.

Incremint is therefore a hybrid escrow solution based on the reliability and trustworthiness of a traditional escrow mechanism, together with the automation and enhancements of smart-contract voting (“**smart voting**”) and decentralized blockchain technology. The word escrow is often heard in discussions of self-regulation, mostly framed as a question. BCE Technologies believes that Incremint is the answer. Staying true to the blockchain ethos, Incremint doesn’t put the unpopular middleman between an issuer and token buyers, but rather provides a backer-driven self-governance system, professionally administered by BCE Technologies.

With the Incremint platform only a pre-agreed dollar amount or percentage of ICO proceeds will pass through immediately to issuers at closing with the remainder being escrowed in a combination of crypto and fiat currencies. To avoid underlying currency exchange risks, issuers may agree to convert a certain portion of crypto into fiat to be deposited with a reputable bank. At agreed upon dates, token holders will vote to confirm whether milestones have been achieved, which, if so confirmed, will automatically cause the release of escrowed funds to the issuers. If the issuers are unable to achieve the milestones, escrowed funds can ultimately be returned to token holders. This concept is a trusted legal and financial solution in “real world” strategic joint ventures, M&A transactions, and venture capital investments.

In addition, Incremint will increase and improve communication and disclosure from issuers owing to the necessity to maintain token holders' support post-ICO. Once deployed and adopted, Incremint will function as an effective means of self-regulation which may help to dissuade state regulators from otherwise encumbering a dynamic and vibrant ICO market.

No other escrow solution being developed, to our knowledge, offers the same functionality and potential as the Incremint. As such, we feel that there is no viable competitor at this time.

4. OUR MISSION

Our mission is to support the growth and development of the ICO market by better aligning the interests of issuers and token buyers, mitigating risks, and incentivizing openness and transparency. We believe in the potential of ICOs to fund innovation and view effective self-regulation mechanisms as critical to the long-term health of the ICO market.

5. OUR TEAM

The founders are highly experienced legal and financial experts with extensive track records in complex commercial transactions. We combine our practical experience in escrow and financing arrangements with the technical expertise of our strategic partners.



Chief Executive Officer, Co-Founder

Brian Konradi is an international corporate lawyer. He has practiced law since 2000, with transactional experience in the US, Europe and several offshore jurisdictions.

He was an associate with Akin Gump Strauss Hauer & Feld LLP and Bass Berry & Sims PLC for several years before joining the Moscow office of DLA Piper as a Partner in 2008. In 2010, Brian opened a solo practice, focusing primarily on cross-border transactions in the areas of mergers & acquisitions, private equity, joint ventures, start-ups, commercial transactions, strategic partnering and investments, and ICO legal advice.

In 2016 The Legal 500 included Brian in the list of recommended

lawyers for Corporate/M&A in Russia noting him as a "superb dealmaker."

Brian has been a member of the State Bar of Texas since 2000. He received his undergraduate degree from Rhodes College and his J.D. from Georgetown University Law Center. He is a native of Dallas, Texas and a US national.

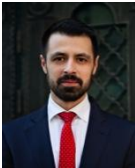


Chief Strategy Officer, Co-Founder

Andrei Danilov is a highly accomplished lawyer having successfully advised clients on international corporate transactions for almost two decades at UK and US-based law firms Allen & Overy, Latham & Watkins, and Akin Gump Strauss Hauer & Feld LLP, and KPMG

Andrei's work on behalf of clients has been recognized by leading legal publications, such as The Legal 500, and The Best Lawyers, which included Andrei in its lists of recommended lawyers for M&A, corporate and banking and finance transactions.

Andrei is a graduate of MGIMO, a native of Moscow and a Russian national.



Chief Operating Officer, Co-Founder

Peter Khoklov and corporate lawyer specializing in M&A, commercial transactions, and ICO legal advice.

Peter has previously worked at Hogan Lovells and KPMG before joining forces with Brian and Andrei in their Austin-based law practice.

Peter received a bachelor's degree from Illinois Wesleyan University in 2004, his J.D. from New York University School of Law in 2008, and is a member of the New York bar. He is a native of Moscow and a Russian national.



Chief Financial Officer, Co-Founder

Hans Battle is an experienced corporate and investment banker with an accomplished track record in advising and financing complex strategic international transactions including M&A, IPOs, bonds, project finance and structured finance. Hans has previously worked at HSBC Bank in London, Citigroup in Moscow, the Federal Reserve Bank in Houston, and was a Peace Corps Volunteer in Central Asia. He received his MBA from The Wharton School of the University of Pennsylvania in 2008 and is a US national.

Chief Information Officer

[Myles]

Chief Technology Officer

[Adi]

6. INCREMINT AT WORK

Issuers, incentivized to openly communicate their progress with token backers, will have their funds safeguarded in a pre-agreed split of crypto and fiat currencies, and will receive disbursement of funds in a timely fashion according to pre-agreed project milestones contingent upon supportive voting by token holders. Should an issuer not communicate their progress with token holders, fail to meet milestones, or altogether discontinue work on the project, escrowed funds will be returned to token holders following a vote in favor of same.

Incremint will provide the following functions:

- crypto wallets for holding cryptocurrencies in escrow;
- bank accounts for holding fiat currencies in escrow;
- smart voting infrastructure;
- fund release mechanism;
- a dedicated account representative;
- flexibility to deal with unexpected circumstances by calling for extraordinary voting (See “Super Votes” and “Force Majeure Feature” below.);
- currency volatility risk management capabilities; and
- real-time status updates of voting and fund disbursement status for both issuers and token holders.

Consider the following example. An Issuer wants to conduct an ICO and raise US\$10 million in Ethereum (“**ETH**”) in exchange for its tokens to develop its decentralized application (“**DAPP**”). To enhance the credibility of its ICO, increase demand from ICO token buyers, and tap into incremental demand from Mint Token holders, the Issuer engages Incremint.

A. PRE-ICO

The Issuer and BCE Technologies agree on the parameters tailored to the Issuer’s needs for collecting, escrowing and releasing ICO proceeds to the Issuer. In this case, it is agreed that the ICO proceeds will be released to the Issuer in the following tranches, as per the respective milestones:

1. 25% are immediately made available to the Issuer;
2. 25% are released when the Issuer completes the MVP version of the DAPP;
3. 25% are released when the DAPP infrastructure integration is complete; and
4. 25% are released when the DAPP goes live in beta.

Each milestone has a deadline or pre-agreed completion mechanism. The Issuer requests that 80% of deferred ICO proceeds be exchanged into USD and deposited into an escrow account organized by BCE Technologies with a reputable financial institution (“**Bank**”).

B. ICO

The terms of the collective escrow arrangement are detailed in the Issuer’s white paper. The ICO is successful, and the Issuer sells coins for ETH worth US\$10 million. Simultaneously, ETH worth \$2.5 million goes to the Issuer. ETH worth US\$7.5 million is escrowed, with 80% of that amount, or US\$6.0 million, being converted to fiat and deposited in an escrow account with a third-party bank and 20% of that amount remaining in ETH and held in a virtual wallet.

C. POST-ICO

The Issuer communicates the development of DAPP to its community of token holders, providing compelling evidence that the MVP version of DAPP is ready. Incremint initiates smart contract voting in regards to the respective milestone being achieved.

If a majority of the voting token holders (over 50%) vote in favor of releasing the next tranche, the next portion of 25% of ICO proceeds is released to the Issuer. In our example:

- ETH with a value of \$0.5 million (at the time it was deposited) will be automatically transferred to the Issuer’s wallet from the Issuer’s Incremint wallet; and

- US\$2.0 million will be transferred to the Issuer from Incremint’s escrow account with the Bank (the smart contract voting would generate a binding instruction to the escrow bank as per the escrow agreement).

If a majority of the token holders is not satisfied that the milestone has been achieved and vote against the release of additional funds, no release would be initiated. If a pre-agreed supermajority percentage of the voting token holders vote against the proposed release, Incremint would call for a subsequent vote to determine whether the deposited amounts would be released back to the token holders.

D. THE FORCE MAJEURE FEATURE

Incremint would have the right to initiate voting in pre-agreed extraordinary circumstances.

For example, if the Issuer requests to Incremint that the pre-agreed release schedule needs to be amended, Incremint may initiate voting outside of the pre-agreed schedule. Or if unanticipated circumstances require an increase of tranche number two, Incremint may initiate a vote, and the token holders will then decide whether such amendment is warranted and may be authorized.

Alternatively, if Incremint, with reasonable evidence, believes that a sponsor is no longer pursuing their project in good faith, if no issuer disclosures have been made to token holders in the previous six months, if no issuer responses to chat room inquiries are provided in the previous three months, if no evidence is submitted in support of designated milestone, or if an Issuer repudiates a project, or if fraud is suspected, Incremint may initiate voting to return the remaining funds to the token holders without further delay.

E. THE SUPER VOTE FEATURE

To further protect token holders in an extraordinary circumstance where Incremint’s standard functionality is not adequately safeguarding token-holder’s interests, Incremint will allow for a super vote whereby a pre-disclosed super majority may initiate an early vote to force the return of all remaining escrowed funds. Super votes are initiated by a petition of “no confidence” by token holders. The Incremint website will maintain a platform for such “no confidence” petitions. If at any time during a two-week period 50% of all outstanding tokens petition in favor of a no-confidence vote, Incremint will initiate voting to return the remaining funds to the token holders pursuant to which a pre-disclosed super majority will be required for such release. In such cases the Issuer would be given the opportunity to make a rebuttal disclosure in favor of why the funds should not be returned.

F. ISSUER CUSTOMIZATION

As part of the onboarding process for each new Incremint client, issuers will have the right to customize their ICO parameters, including with respect to: a) designation of milestones, including target dates, b) percentage of voting required for each milestone, c) pre-agreed extraordinary voting that may be called at Issuer's discretion, and d) no-confidence parameters. All such selections will be published on the Incremint website for review by token buyers.

7. SMART VOTE FOR TOKEN HOLDERS

1. The smart vote interface allows token holders to input the details of their token (or token fraction).
2. Incremint identifies such person as a token holder and calculates how many votes he/she has in relation to the relevant project.
3. If a token holder is a registered user on Incremint, the system will automatically send voting notifications for each selected ICO. Also, token holders can manually check the Incremint website for updates on voting.
4. Next to each voting process, there is information provided by the Issuer that is relevant to the voting, including links to an Issuer's disclosures regarding the achievement of a milestone, ICO launch and close dates, ICO funds raised, status of ICO funds, descriptions of past votes and results, and a chat room specific to each ICO using Incremint..
5. The token holder casts a vote with each token representing one vote.
6. When voting window closes, Incremint notifies registered token holders of the results. The results will be based on a pre-agreed threshold of votes cast, the most common of which will be the majority of votes cast.

8. ESCROW CRYPTO WALLETS

Incremint crypto wallets will hold ETH. Separate wallets will be created for each issuer. The wallets will be tied to a smart voting contract for the relevant issuer. The cryptocurrencies will be released to either an issuer or their respective token holders based on voting results. Incremint's code, through the use of smart contracts, does not permit funds to be transferred other than to the issuer or token holders according to the voting results.

9. ESCROW FIAT BANK ACCOUNTS

An Issuer's expenses may be predominantly in fiat currencies, and an issuer may wish to convert escrowed funds to fiat at the time of closing their ICO to mitigate exchange volatility. Incremint will accommodate conversion and the subsequent deposit of fiat into an escrow account with a reputable financial institution. The relevant agreement will contain the escrow release mechanics. The trigger for the release of funds will be tied to the results of the smart contract vote of the token holders. Incremint will generate an instruction to the escrow agent in accordance with the escrow agreement. The escrow

agent will be contractually obligated to follow such instructions and will not be permitted to transfer funds other than to the Incremint Crypto Wallet for further transfer to an issuer or token holders according to the voting results.

10. OUR FEES

Incremint will charge an issuer 1% of its ICO proceeds with a minimum fee of US\$50,000. No upfront payments will be required. The first \$50,000 of ICO proceeds will go to Incremint to ensure minimum payment. The escrow fees will be withheld from the ICO proceeds. Issuers will also be obligated to provide a 10% discount off of token pricing to holders of Mints. (See *Our ICO and Mint Tokens* for additional details.)

11. OUR ICO AND MINT TOKENS [AT: I would move this whole section up to #4 (before Our Team)]

BCE Technologies is conducting an ICO in which it will sell its Mint tokens. Mints will entitle holders of Mints to participate in ICOs using Incremint for a 10% discount as explained below.

Issuers wishing to conduct an ICO using the services of Incremint will benefit in two ways.

1. Using the escrow service will increase demand for their ICO because token buyers will have increased comfort due to the performance incentives placed on the issuers, and the reduction of risk that Incremint provides; and
2. Incremint will be underpinned by Mint token holders who will constitute a pool of incremental demand for the issuers' tokens being sold by way of Incremint, justifying the discount that an issuer accepts on these sales.

The Mint Token mechanics will work as follows: Mint Tokens will be sold with a nominal value of 1.0 ETH each, and 1.0 ETH will retain their face value going forward. When an ICO is conducted using the services of Incremint, the Incremint website will be updated and Mint token holders who have registered for updates will receive alerts. Mint token holders will then be entitled to purchase newly issued tokens in the ICO at a 10% discount applied to a token purchase up to a maximum face value of the Mint token.

As an example, a person owns 1,000 Mints with an aggregate face value of 1,000 ETH. He/she sees that a new ICO will be conducted using Incremint, and researches the ICO to determine his/her appetite to participate. He/she becomes interested in the potential of the underlying project and appreciates the reduced risk afforded by the Incremint escrow service - thus deciding to purchase 1,500 newly issued tokens from the Incremint client in the client's ICO. New tokens in the ICO are being sold for 1 ETH each and thus would otherwise cost 1,500 ETH. The Mint token holder, however, is able to purchase 1,500 new tokens of the issuer for a price of 1,400 ETH (he/she applies 900 ETH (having

presented 1,000 Mints) to buy the first 1,000 new tokens with the 10% discount, and buys the remaining 500 new tokens for the full price, so $(1-10\%)*1,000+500 = 1,400$ ETH). If the Mint Token Holder had wished to only purchase 100 new tokens in the ICO, instead of 1,500, he may have done so and the 10% discount would have applied to all 100 tokens $(1-10\%)*100 = 90$ ETH).

Mints will not expire, and may be used on subsequent ICOs in perpetuity at the discretion of the token holder.

It is envisaged that a large community of Mint Token Holders will create a robust pool of incremental demand for new tokens issued using the services of Incremint. By incremental demand, it is believed that additional new token purchases will be made that would not otherwise be made if not for the outstanding Mints and the Incremint platform.

Due to the dynamic of strong incremental demand for the issuer selling new tokens, the issuer when engaging Incremint may frame the mechanism not as a 10% discount from their expected token sales, but rather as strong additional demand for incremental tokens by buyers paying 90% of the sale value. After all, to realize the discount, the token buyer must make the purchase in the first place. This could be considered economically analogous to an early-bird style discount common in many ICOs, or to a discounted block sale to a significant investor.

A large outstanding circulation of Mints will attract issuers to Incremint to access the demand pool for their new tokens, creating a synergy of a robust pipeline of ICOs for Mint token holders to consider backing. As statistics from precedent transactions become available, issuers of new tokens using Incremint will have greater clarity on the demand to expect for their ICO, enabling them to more tightly define and align their token strategies with their needs. The incremental demand from Mint token holders will create buzz and provide momentum for client ICOs, driving additional sales of new tokens to non-Mint token holders.

Therefore, it is believed that issuers engaging Incremint to conduct their ICOs will agree to allow Mint Token Holders to purchase with a 10% discount as a condition to using Incremint's escrow services. Issuers may not opt-out of this discount when engaging Incremint.

Due to the respective synergy deriving from a large outstanding circulation of Mints, it would be counterintuitive to cap the sale of Mints at an arbitrary level, which we have elected not to do.

This leads to some further considerations. First, in extreme circumstances not envisaged, how could a large circulation of Mints, relative to the size of an ICO employing Incremint potentially create a distortion? [BK: Move to FAQs.] Second, what if all Mint

token holders used their discount to quickly flip new tokens into secondary markets?
[BK: Move to FAQs.]

These points will be addressed in the following section.

If there are 325,000 Mints in circulation (1 ETH face value each, roughly US\$100 million in aggregate), this would imply incremental purchasing firepower in any given ICO using Incremint of 292,500 ETH (90% of the 325,000). The target minimum ICO size for Incremint is roughly 16,400 ETH (US\$5,000,000). Let's assume that statistics demonstrate that in any given ICO on Incremint, 10% of Mint Token Holders exercise their right to buy with their discount, amounting to 29,250 ETH in demand... in which case the ICO in question is already 1.8x oversubscribed. The sponsor can have comfort in sufficient demand for their ICO, and can fine-tune their pricing and token strategy accordingly. It would be nonsensical for a sponsor to find complaint in this circumstance. What about the Mint Token Holders? With new token sales on a first come, first serve basis, before a cap is reached, if capped, Mint Token Holders will be responsible for their own initiative to purchase their new tokens before the close of the ICO.

Purchases of new tokens by Mint token holders may not be constrained by a lock-up period, and secondary markets will exist in most cases for the tokens of ICOs on Incremint. This said, a trading strategy of immediately flipping tokens is not without considerable risk and is not envisaged to constitute even a small constituency of holders of Mints. First, immediate liquidity and volatility in secondary markets is uncertain. Second, due to the nature of the escrow mechanism and the release of funds in tranches, new tokens purchased at ICO will represent a net present value of a project yet to be realized, and anticipating a quick, opportunistic jump in price post-ICO would entail significant risk being assumed. With opportunistic behavior in mind, the theoretical floor valuation for the new tokens would always be underpinned by the remaining escrowed funds. However, secondary market token buyers entertaining the possibility of arbitraging the tokens' market value against the escrowed funds, would be likewise assuming extreme risk due to the majority requirement of the voting mechanism.

Mints will be issues over a three-month period beginning in December 2017. Early purchasers of Mints will benefit from the pricing discounts set forth under *ICO Roadmap*.

We expect buyers of Mints to have a fundamental belief in ICOs as a new paradigm in fundraising and as such, we are offering our token holders the opportunity to experience enhanced economics on future issuances of high-quality new tokens, with reduced risks owing to Incremint's escrow mechanism. This is compelling to token buyers of all profiles, and it is believed that institutional buyers will have a particular interest in this opportunity as it benefits their need to continuously buy into high-quality ICOs as well as their desire to support a robust self-regulatory mechanism in the blockchain sector.

12. CORPORATE RESPONSIBILITY: THE INCREMINT FOUNDATION

A. VISION

Blockchain (technology) will serve as a force for individual empowerment around the world.

B. MISSION

The Incremint Foundation will advance and promote blockchain applications that improve the lives of people around the world.

The Incremint Foundation believes:

1. All people deserve to be recognized as equal.
2. Blockchain has the power to eliminate digital inequality.
3. The use of blockchain is a force to facilitate economic empowerment of all people and reduce digital inequality and the accompanying economic inequity.

The Incremint Foundation serves in the pursuit of a world in which all people's accomplishments, assets, and contributions are universally recognized. We strive to promote the use of blockchain to acknowledge, record and disseminate each person's worth and value to our planet.

C. ACTION

In service to our vision, mission and beliefs, the foundation will contribute annually at least 5% of total assets held (as averaged from the previous year), as mandated by local law, to social enterprises, non-profit entities, and non-governmental organizations (NGO's) that have demonstrated proven results in positively affecting change in people's lives through the use of blockchain.

D. WHO IS BEHIND THE INCREMINT FOUNDATION

BCE Technologies has committed to forming the Incremint Foundation and recruiting a board of directors that will serve in the best interest of the foundations' mission.

E. MANAGEMENT / DECISION MAKING

BCE will bring holders of Incremint Tokens into the process. Following the Incremint Foundation's inception, the Foundation will periodically offer a portion of the Foundation's holdings for donation. A curated selection of organizations and causes will be published. Mint token holders will vote on which of the offered causes they prefer. Those organizations and causes with the most votes will receive that period's allocated donation from the Incremint Foundation. Mint token holders will, therefore, not only have the commercial benefits of Mints, but also an opportunity to, in a unique way, contribute to the promise of blockchain throughout the world.

F. SOURCE OF FUNDS

BCE TECHNOLOGIES is committing 10% of its ICO proceeds (in excess of the initial US\$1 million equivalent in ETH) to the Incremint Foundation in furtherance the Foundation's mission.

BCE TECHNOLOGIES will encourage its clients to give as well. Each Incremint client will be asked to designate an ideal target amount for its ICO raise and the percentage of funds above such amount that the issuer is willing to commit to the mission of the Incremint Foundation (or any other preferred cause). Should a Incremint client choose to make such commitments, the Incremint Platform will facilitate the applicable donations.

Through our unique method of building our foundation through the contributions of our clients, the Incremint Foundation will become a foundation of the future, for the future. We believe in this foundation's power to fund, promote and drive the best blockchain applications for the 21st century and beyond. When a client chooses our platform, not only will they be getting credibility and accountability, but they will also be able to claim responsibility for the positive evolution of human inequity.

13. USE OF PROCEEDS AND ALLOCATION OF MINTS

Robust demand is anticipated for Mint Tokens. The first [US\$4,800,000] of proceeds will be deployed in accordance with the following indicative budget:

- [US\$380,000] for the Incremint Foundation,
- [US\$736,000] for technical development,
- [US\$736,000] for security,
- [US\$736,000] for marketing and sales,
- [US\$736,000] for advisors,
- [US\$736,000] for general and administrative expenses, and
- [US\$740,000] for the repayment of short-term financing.

Incremint will be operating in a dynamic environment where regulatory and security risks are paramount concerns, and where the competitive landscape will be continuously and rapidly involving. In preparation to proactively manage these risks, establish Incremint as the preeminent blockchain escrow services provider, and secure itself as a going concern for the long-term, ICO proceeds in excess of the near-term budget will be allocated as follows:

- 10% will be allocated to the Incremint Foundation;
- up to 10% to advisors and strategic partnerships; and
- the remainder will be allocated for investment in security, legal, technical and marketing services, general and administrative expenses, project development, and management compensation.

Immediately following the close of the Incremint ICO the total amount of Mints sold will be grossed up to permit an additional allocation of Mints as follows:

- up to [10]% of total Mints issued to advisors and backers; and
- 4% of total Mints issued to the four Incremint co-founders.

Increment will convert the proceeds of its ICO in excess of [4.8] million US\$ to fiat and hold such funds in escrow. Such escrowed funds will be contractually obligated to be release only upon Incremint engaging with its first ICO client. [BK: such amount will be net of commitments to our bridge financing and Applied Blockchain at closing.]

14. ICO ROADMAP

Incremint's ICO will launch on 11 December 2017 and will proceed according to the schedule set forth below:

Period Category	Week Beginning	Discount from Mint face value:
Pre-ICO	11 December 2017	[90]%
Pre-ICO	18 December 2017	[90]%
Pre-ICO	25 December 2017	[90]%
ICO	1 January 2018	[80]%
ICO	8 January 2018	[70]%
ICO	15 January 2018	[60]%
ICO	22 January 2018	[50]%
ICO	29 January 2018	[40]%
ICO	5 February 2018	[30]%
ICO	12 February 2018	[20]%
ICO	19 February 2018	[10]%
ICO	26 February 2018	None

BCE Technologies reserves the right to accelerate the schedule above with respect to any discount level offered to the extent sales of Mints at any stated discount level exceed 1 million US\$.

The timeline for the Incremint launch and operations is planned as follows:

Week Beginning:	Milestone:
12 February 2018	Security audit complete, Beta version available for testing

19 March 2018

Product launch.

[additional details needed]

15. INCREMINT DEVELOPMENT TEAM

[details on the development team]

16. INCREMINT SECURITY

[details on the cyber security team and progress as of the white paper release/update]

17. FAQs

See Exhibit A attached hereto for a list of frequently asked questions.

18. RISL FACTORS / LEGAL

All potential buyers of Mints should review Exhibit B attached hereto for important information from our lawyers about our ICO, Mint tokens, and this White Paper.

Exhibit A

[Attach latest draft.]

Exhibit B

DISCLAIMER OF LIABILITY

To the maximum extent permitted by the applicable laws, regulations and rules, neither BCE Technologies nor its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “BCE Team”) shall be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this White Paper or any part thereof by you.

NO BCE REPRESENTATIONS AND WARRANTIES

BCE Technologies does not make or purport to make, and hereby disclaims, any representation, warranty or undertaking in any form whatsoever to any entity or person, including any representation, warranty or undertaking in relation to the truth, accuracy and completeness of any of the information set out in this White Paper.

REPRESENTATIONS AND WARRANTIES BY YOU

By accessing and/or accepting possession of any information in this White Paper or such part thereof (as the case may be), you represent and warrant to BCE Technologies as follows:

- (a) you agree and acknowledge that Mints do not constitute securities in any form in any jurisdiction;
- (b) you agree and acknowledge that this White Paper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities and you are not bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of this White Paper;
- (c) you agree and acknowledge that no regulatory authority has examined or approved of the information set out in this White Paper, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, distribution or dissemination of this White Paper to you does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- (d) you agree and acknowledge that this White Paper, the undertaking and/or the completion of BCE Technologies token sale, or future trading of Mints on any cryptocurrency exchange, shall not be construed, interpreted or deemed by you as an

indication of the merits of BCE Technologies, Mints, BCE Technologies token sale and the underlying assets (each as referred to in this White Paper);

(e) the distribution or dissemination of this White Paper, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied with all such restrictions at your own expense and without liability to BCE Technologies;

(f) you agree and acknowledge that in the case where you wish to purchase any Mints, Mints are not to be construed, interpreted, classified or treated as:

(i) any kind of currency other than cryptocurrency;

(ii) debentures, stocks or shares issued by any person or entity;

(i) rights, options or derivatives in respect of such debentures, stocks or shares;

(ii) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss;

(iii) units in a collective investment scheme;

(iv) units in a business trust;

(v) derivatives of units in a business trust; or

(vi) any other security or class of securities.

(g) you are fully aware of and understand that you are not eligible to purchase any Mints if you are a citizen, resident (tax or otherwise) of a jurisdiction that prohibits acquisition of cryptographic tokens and/or virtual currencies;

(h) you have a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptocurrencies, blockchain-based software systems, cryptocurrency wallets or other related token storage mechanisms, blockchain technology and smart contract technology;

(i) you are fully aware and understand that in the case where you wish to purchase any Mints, there are risks associated with BCE Technologies and its respective business and operations, Mints, BCE Technologies token sale and the underlying assets (each as referred to in the White Paper);

(j) you agree and acknowledge that BCE Technologies or any of BCE Team is not liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on this White Paper or any part thereof by you; and

(k) all of the above representations and warranties are true, complete, accurate and non-misleading from the time of your access to and/or acceptance of possession this White Paper or such part thereof (as the case may be).

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this White Paper, statements made in press releases or in any place accessible by the public and oral statements that may be made by BCE Technologies or any of BCE Team on behalf of BCE Technologies, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “aim”, “target”, “anticipate”, “believe”, “could”, “estimate”, “expect”, “if”, “intend”, “may”, “plan”, “possible”, “probable”, “project”, “should”, “would”, “will” or other similar terms. However, these terms are not the exclusive means of identifying forward-looking statements. All statements regarding BCE Technologies’ financial position, business strategies, plans and prospects and the future prospects of the industry which BCE Technologies is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to BCE Technologies’ revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in this White Paper regarding BCE Technologies are matters that are not historic facts, but only predictions.

These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual future results, performance or achievements of funds, cryptocurrencies, or BCE Technologies to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These factors include, amongst others:

(a) changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which BCE Technologies conducts its respective businesses and operations;

(b) the risk that BCE Technologies may be unable to execute or implement their respective business strategies and future plans;

(c) changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;

- (d) changes in the anticipated growth strategies and expected internal growth of BCE Technologies;
- (e) changes in the availability and fees payable to BCE Technologies in connection with their respective businesses and operations;
- (f) changes in the availability and salaries of employees who are required by BCE Technologies to operate their respective businesses and operations;
- (g) changes in preferences of customers of BCE Technologies;
- (h) changes in competitive conditions under which BCE Technologies operate, and the ability of BCE Technologies to compete under such conditions;
- (i) changes in the future capital needs of BCE Technologies and the availability of financing and capital to fund such needs;
- (j) war or acts of international or domestic terrorism;
- (k) occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of BCE Technologies;
- (l) other factors beyond the control of BCE Technologies; and
- (m) any risk and uncertainties associated with BCE Technologies and its business and operations, Mints, BCE Technologies token sale and the underlying assets (each as referred to in the White Paper).

All forward-looking statements made by or attributable to BCE Technologies and of BCE Team or other persons acting on behalf of BCE Technologies are expressly qualified in their entirety by such factors. Given that risks and uncertainties that may cause the actual future results, performance or achievements of BCE Technologies to be materially different from that expected, expressed or implied by the forward-looking statements in this White Paper, undue reliance must not be placed on these statements. These forward-looking statements are applicable only as of the date of this White Paper.

Neither BCE Technologies nor any other person represents, warrants and/or undertakes that the actual future results, performance or achievements of BCE Technologies will be as discussed in those forward-looking statements. The actual results, performance or achievements of BCE Technologies may differ materially from those anticipated in these forward-looking statements.

Nothing contained in this White Paper is or may be relied upon as a promise, representation or undertaking as to the future performance or policies of BCE Technologies.

Further, BCE Technologies disclaims any responsibility to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements to reflect future developments, events or circumstances, even if new information becomes available or other events occur in the future.

MARKET AND INDUSTRY INFORMATION AND NO CONSENT OF OTHER PERSONS

This White Paper includes market and industry information and forecasts that have been obtained from internal surveys, reports and studies, where appropriate, as well as market research, publicly available information and industry publications. Such surveys, reports, studies, market research, publicly available information and publications generally state that the information that they contain has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of such included information.

Save for BCE Technologies and its respective directors, executive officers and employees, no person has provided his or her consent to the inclusion of his or her name and/or other information attributed or perceived to be attributed to such person in connection therewith in this White Paper and no representation, warranty or undertaking is or purported to be provided as to the accuracy or completeness of such information by such person and such persons shall not be obliged to provide any updates on the same.

Neither BCE Technologies nor any of BCE Team has not conducted any independent review of the information extracted from third party sources, verified the accuracy or completeness of such information or ascertained the underlying economic assumptions relied upon therein. Consequently, neither BCE Technologies nor its directors, executive officers and employees acting on its behalf makes any representation or warranty as to the accuracy or completeness of such information and shall not be obliged to provide any updates on the same.

TERMS USED

To facilitate a better understanding of Mints being offered for purchase by BCE Technologies, and the businesses and operations of BCE Technologies, certain technical terms and abbreviations, as well as, in certain instances, their descriptions, have been used in this White Paper. These descriptions and assigned meanings should not be treated as being definitive of their meanings and may not correspond to standard industry meanings or usage.

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations.

NO ADVICE

No information in this White Paper should be considered to be business, legal, financial or tax advice regarding BCE Technologies, Mints and BCE Technologies token sale and the underlying assets (each as referred to in the White Paper). You should consult your own legal, financial, tax or other professional adviser regarding BCE Technologies and its business and operations, Mints, BCE Technologies token sale and the underlying assets (each as referred to in the White Paper). You should be aware that you may be required to bear the financial risk of any purchase of Mints for an indefinite period of time.

NO FURTHER INFORMATION OR UPDATE

No person has been or is authorized to give any information or representation not contained in this White Paper in connection with BCE Technologies and its business and operations, Mints, BCE Technologies token sale and the underlying assets (each as referred to in the White Paper) and, if given, such information or representation must not be relied upon as having been authorized by or on behalf of BCE Technologies. BCE Technologies token sale (as referred to in the White Paper) shall not, under any circumstances, constitute a continuing representation or create any suggestion or implication that there has been no change, or development reasonably likely to involve a material change in the affairs, conditions and prospects of BCE Technologies or in any statement of fact or information contained in this White Paper since the date hereof.

RESTRICTIONS ON DISTRIBUTION AND DISSEMINATION

The distribution or dissemination of this White Paper or any part thereof may be prohibited or restricted by the laws, regulatory requirements and rules of any jurisdiction. In the case where any restriction applies, you are to inform yourself about, and to observe, any restrictions which are applicable to your possession of this White Paper or such part thereof (as the case may be) at your own expense and without liability to BCE Technologies or any member of BCE Team.

Persons to whom a copy of this White Paper has been distributed or disseminated, provided access to or who otherwise have the White Paper in their possession shall not circulate it to any other persons, reproduce or otherwise distribute this White Paper or any information contained herein for any purpose whatsoever nor permit or cause the same to occur.

NO OFFER OF SECURITIES OR REGISTRATION

This White Paper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. No person is bound to enter into any contract or binding legal commitment and no cryptocurrency or other form of payment is to be accepted on the basis of this White Paper. Any agreement in relation to any sale and purchase of Mints (as referred to in this White Paper) is to be governed by only the T&Cs of such agreement and no other document. In the event of any inconsistencies between the T&Cs and this White Paper, the former shall prevail.

No regulatory authority has examined or approved of any of the information set out in this White Paper. No such action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction. The publication, distribution or dissemination of this White Paper does not imply that the applicable laws, regulatory requirements or rules have been complied with.

RISKS AND UNCERTAINTIES

Prospective purchasers of Mints (as referred to in this White Paper) should carefully consider and evaluate all risks and uncertainties associated with BCE Technologies and its business and operations, Mints, BCE Technologies token sale and the underlying assets (each as referred to in the White Paper), all information set out in this White Paper and the T&Cs prior to any purchase of Mints. If any of such risks and uncertainties develops into actual events, the business, financial condition, results of operations and prospects of BCE Technologies could be materially and adversely affected. In such cases, you may lose all or part of the value of Mints.

[BK: Add risk factors regarding failure to reach market share; oversubscription of client ICOs; regulatory concerns, security of our platform, etc.]