

APERTURE



All of the coveted extras that
moviegoers crave, all in one place.



WHITE PAPER

IMPORTANT NOTICE

PLEASE READ THIS SECTION (AND THE WHITE PAPER GENERALLY) CAREFULLY. YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, AND OTHER PROFESSIONAL ADVISOR(S) BEFORE TAKING ANY ACTION IN CONNECTION WITH THIS WHITE PAPER.

This White Paper is intended to present relevant information to potential purchasers (Purchasers) in connection with the proposed generation and sale (together, the Token Generation) of cryptographic ERC-20 standard tokens with the symbol 'ATVC' (Tokens) by Aperture Film and Television, Inc., an exempted company incorporated with limited liability under the laws of United Kingdom (Token Generator), including information about the smart contract connected to the Tokens (Token Smart Contract) and proposed software platform (Platform) to be operated by a licensee (Platform Operator).

1.1 Reliance

- The Tokens are offered solely on the basis of the information contained in this White Paper and the terms and conditions applicable to the purchase of Tokens accessible at [<https://aperturetv.com/terms-and-conditions-of-sale/>] (Terms and Conditions). In the event of any inconsistencies between the Terms and Conditions and this White Paper, the former shall prevail. Potential Purchasers should disregard, and not rely upon, any other information or representations given or made by any dealer, broker, or other person. No person is authorized to give any information or to make any representations in connection with the offering of Tokens apart from those contained in this White Paper. A potential Purchaser to whom such information or representations are given or made must not rely on them as having been authorized by the Token Generator or Platform Operator.
- Statements in this White Paper are based on the law and practice in the United Kingdom current at the date it was issued. Those statements are therefore subject to change should that law or practice change. Under no circumstance does the delivery of this White Paper or the sale of Tokens imply or represent that the affairs of the Token Generator have not changed since the date of this White Paper.

1.2 Purchaser responsibility

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 the Token Generator. The Token Generator does not make representations or warranties of any kind with respect to any potential economic return from, or the tax consequences of a purchase of Tokens. Prospective Purchasers should carefully review the whole of this White Paper. They should also consult with their legal, tax and financial advisors in relation to the following: (i) the legal and regulatory requirements within their own countries for purchasing, holding and disposing of Tokens; (ii) any foreign exchange restrictions to which they may be subject in their own countries in relation to purchasing, holding or disposing of Tokens; and (iii) the legal, tax, financial and other consequences of Any person or entity, including anyone acting on its behalf, being based, being a citizen or resident, domiciled, located or incorporated where applicable laws prohibit or restrict distribution or dissemination of Token Generator's materials, acquiring Tokens or accessing the Platform including, but not limited to, the United States of America and any of its lands, People's Republic of China,

subscribing for, purchasing, holding or disposing of Tokens. This White Paper is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction which are designed to protect investors. To the maximum amount permitted by applicable law, Token Generator, Platform Operator or any of their respective, parents, affiliates, subsidiaries, directors, officers, employees, shareholders and licensors (Token Generator Parties) expressly disclaim and shall not be liable for any and all responsibility for any direct or 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 (i) Purchaser's acceptance of or reliance on any information contained in this White Paper, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom.

1.3 No registration

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 any such applicable laws, regulatory requirements or rules have been complied with.

1.4 Distribution and selling restrictions

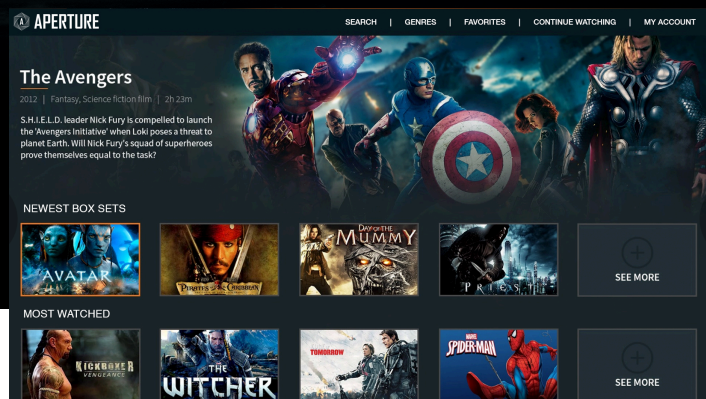
The distribution of this White Paper and the offering or purchase of Tokens may be restricted in certain jurisdictions. Neither this White Paper nor Tokens qualify for offer, sale or distribution under the laws of any jurisdiction governing the offer or sale of securities. The receipt of this White Paper and the accompanying Terms and Conditions does not constitute an invitation to a recipient to subscribe for Tokens in a jurisdiction where it is necessary to comply with some registration or other legal requirement to make that invitation, or the use of the Terms and Conditions, lawful. No such recipient may treat this White Paper or the accompanying Terms and Conditions as an invitation to subscribe for Tokens, nor may such recipient use the Terms and Conditions. More particularly, this White Paper does not constitute an offer or solicitation:

- by anyone in a jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so; or
- to anyone to whom it is unlawful to make such offer or solicitation.

It is the responsibility of every person in possession of this White Paper and every person wishing to apply for Tokens to inform himself, herself, or itself of, and to observe all applicable laws and regulations of, any relevant jurisdiction.

or any other country that prohibits the sale of Tokens shall not use the Platform or acquire Tokens, otherwise this person assumes all the responsibility arising from the continued use of the Platform and/or Tokens.

A P E R T U R E



SUMMARY

ABSTRACT

“THE ULTIMATE DIGITAL BOX SET”

Aperture is the only premium OTT provider in the rental space to offer its members Complete Box Sets of film and television productions on all Smart TVs, mobile and desktop devices.

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1 | THE VISION

“THE ULTIMATE DIGITAL BOX SET”

WHAT IS APERTURE?

Much like the leading streaming services, Aperture is a film and television media provider. In addition to premium content, Aperture is the only OTT provider in the rental space to offer members complete box sets of film and television productions on all Smart TVs, mobile and desktop devices. Aperture members will have exclusive access to cast and director interviews, “making of” documentaries, alternate endings, cut scenes, behind-the-scenes, bloopers, music videos and any other videos or clips related to a film. The Aperture TV platform will also serve as an outlet for Aperture Films’ original content, some of which will be released exclusively to the Aperture TV platform.

VALUE PROPOSITION

UNLIMITED

genres
categories
outtakes
documentaries
episodes
shorts
trailers
commentary
trilogies

MONETIZE

previously unavailable or underutilized content, any video, any quality.

UPDATE

or remove content anytime with 24/7 cloud availability.

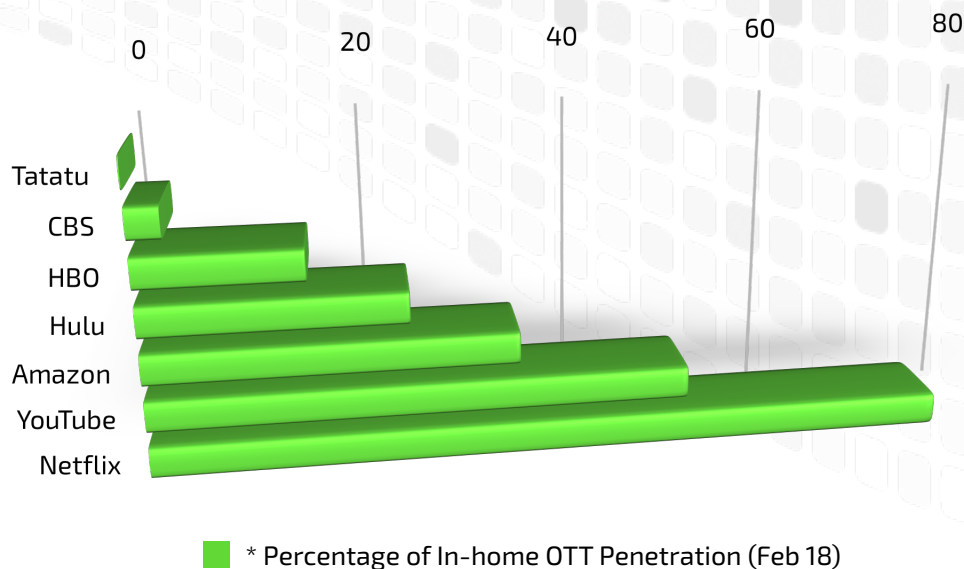
RE-MONETIZE

cult classics and fan favorites with never-before-seen content, interviews, and behind-the-scenes footage.

PROTECTED

by industry standard Digital Rights Management mechanisms.

2.1 OUR COMPETITORS



*Source: UBS analysis of data from comScore OTT Intelligence Report.

2.2 APERTURE'S POWER

- We have identified a profitable niche inside a flourishing market: Aperture will be the only service in the rental space satisfying the demand for complete box sets.
- Small successes are huge successes: Under our current SVOD model, reaching 500k subscribers would bring in \$48MM annually. 5 million subscribers would net nearly half a billion dollars each year.
- Blockchain: no other streaming service offering premier or box office video content is also offering payment with crypto.
- Access to a Powerful Social Media Influencer Network to market to over 100M potential subscribers.

2.3 POSSIBLE ROADBLOCKS

- Current financial position is weak.
- Content Acquisition: Must be selective and procure the highest value content having a significantly smaller budget than the field.
- Labor intensive Box Set library curation and management: must maximize workflow.
- High agency fees for acquiring initial content licenses.
- Many subscribers don't pay at all for any service, using a friend or family member's username and password, eating into sales estimates.

2.4 RISKS

Threat: A competitor could start offering “box set” content at any time.

Approach: Until Aperture shows up on the radar with upwards of 10 million subscribers or more, it is reasonable to assume that Netflix wouldn’t course correct from their current business model. Aperture is projected to break the 10 million subscriber mark by year 5, and if it starts to draw from Netflix’ revenue at that point, Aperture will have already generated approx. \$2.4 billion dollars in its own revenue and will be in a better position to compete.

Threat: Content providers pull their licenses and start their own streaming services.

Approach: Aperture must stand apart by maintaining a focused licensing strategy, procuring the best in available premium box office content while creating a steady stream of original and exclusive Aperture box set content.

Threat: Piracy.

Approach: A Reuters/Ipsos poll conducted in July 2018 found that 21% of streaming viewers aged 18 to 24 said they had accessed OTT services using credentials from someone from outside their household. By setting login limits, multiple device limits, and future pricing structure for multiple logins and types, Aperture will employ industry standard efforts to combat widespread piracy practices.

2.5 THREAT ANALYSIS

The pie overlaps in a blue ocean strategy. Each competitor in our space while expanding its penetration doesn’t necessarily steal subscribers from any other provider.

Tatatu: Almost no measurable penetration. The codebase and its platform’s infrastructure lacks the necessary requirements for DRM. Therefore, Tatatu will never be a measurable threat.

CBS: At 3% market penetration, CBS’ focus is on original content. Although they are the leader in original programming, Aperture will have no measurable direct competitive content.

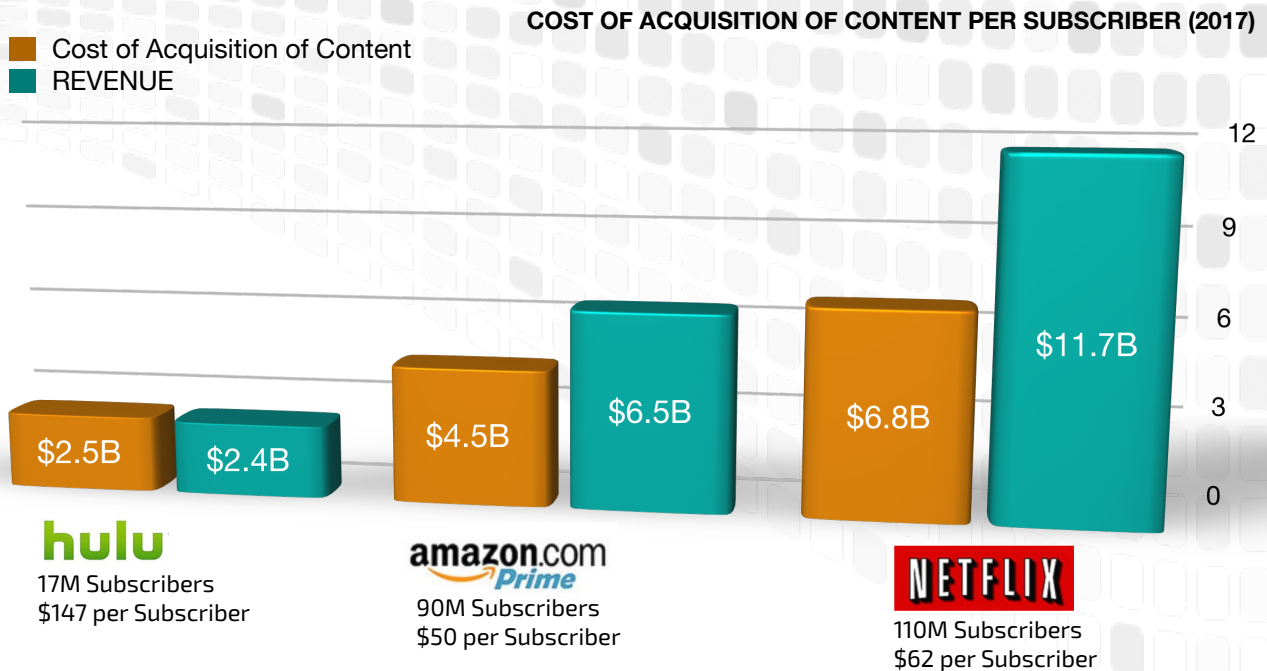
HBO: With under 20% market penetration, HBO too focuses on its original content. Aperture will have none to very little direct competitive content.

YouTube: While Youtube’s penetration is based primarily on a free subscriber base, its 50% market penetration merits recognition as a future competitor in the space. In the event they emerge as a player in subscription programming, their UGC (user generated content) and ad sales based model will have little impact on our box sets or our premier and box office offerings.

Hulu (22%): Hulu’s focus is on broadcast or television series and episodic programming. In some cases there could be a percentage of overlap in subscribers.

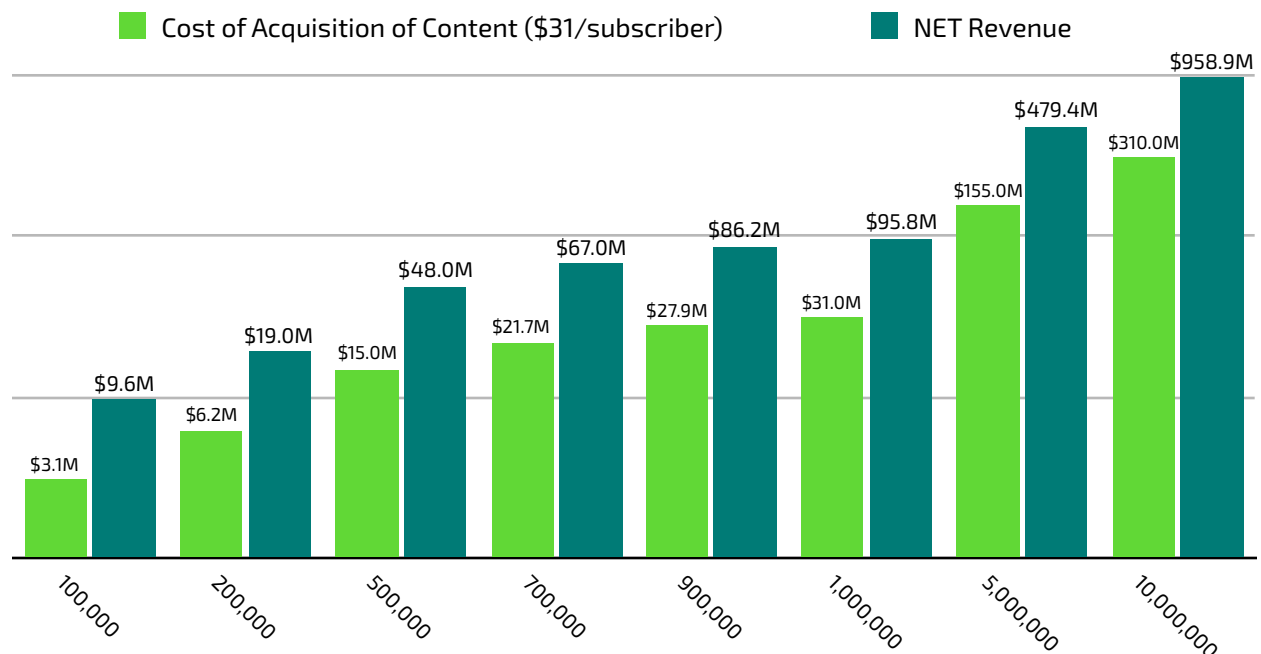
Amazon (34%) and Netflix (75%): As Aperture’s two biggest threats in the space, each player will be a focal point in our user acquisition strategies. Aperture’s focus on exclusive extras and original content must remain at its highest level to compete. By acquiring the latest box office hits, procuring the newest and freshest production talent, and creating the absolute highest quality original entertainment, we will be prepared for the inevitable course correction each of them will make as Aperture encroaches on their subscriber base.

2.5i CONTENT ACQUISITION



While Hulu's penetration is high, its business model is unsustainable. As Hulu continues to find its foothold, Aperture will gain ground until Hulu either becomes profitable, or falls to its shortcomings.

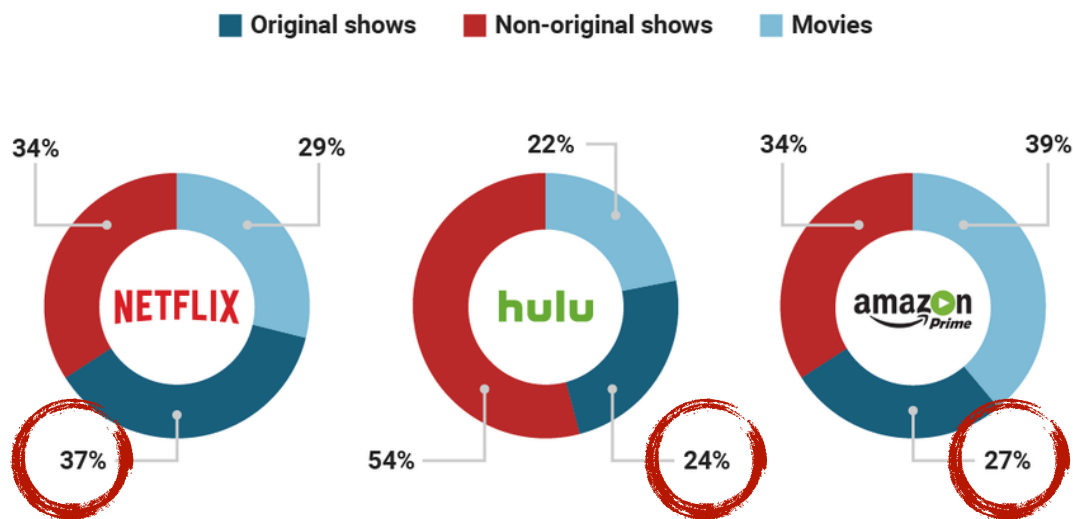
Netflix's cost of acquisition per subscriber in 2017 was \$62, a 30% hike from previous numbers. Aperture can achieve competitive margins spending half of that.



2.5ii ORIGINAL CONTENT

The top 3 competitors in our space provide an average of 29% of their total content offering in original material. HBO being the leader in original content across the board in broadcast television, internet and OTT, barely reaches over 15% in market penetration. From this it is reasonable to assume that, while original content is heating up as a leading component of success among providers, not one of these factors alone can attribute to the overall success of the next leaders in streaming programming.

n=1,774 U.S. TV viewers aged 16-74 with home broadband



SOURCE: Hub Entertainment Research

Aperture's approach will need to be a multi-fronted attack focused on subscriber acquisition, premier 'Box Set-esque' content acquisition, and the absolute highest standard in original content production.

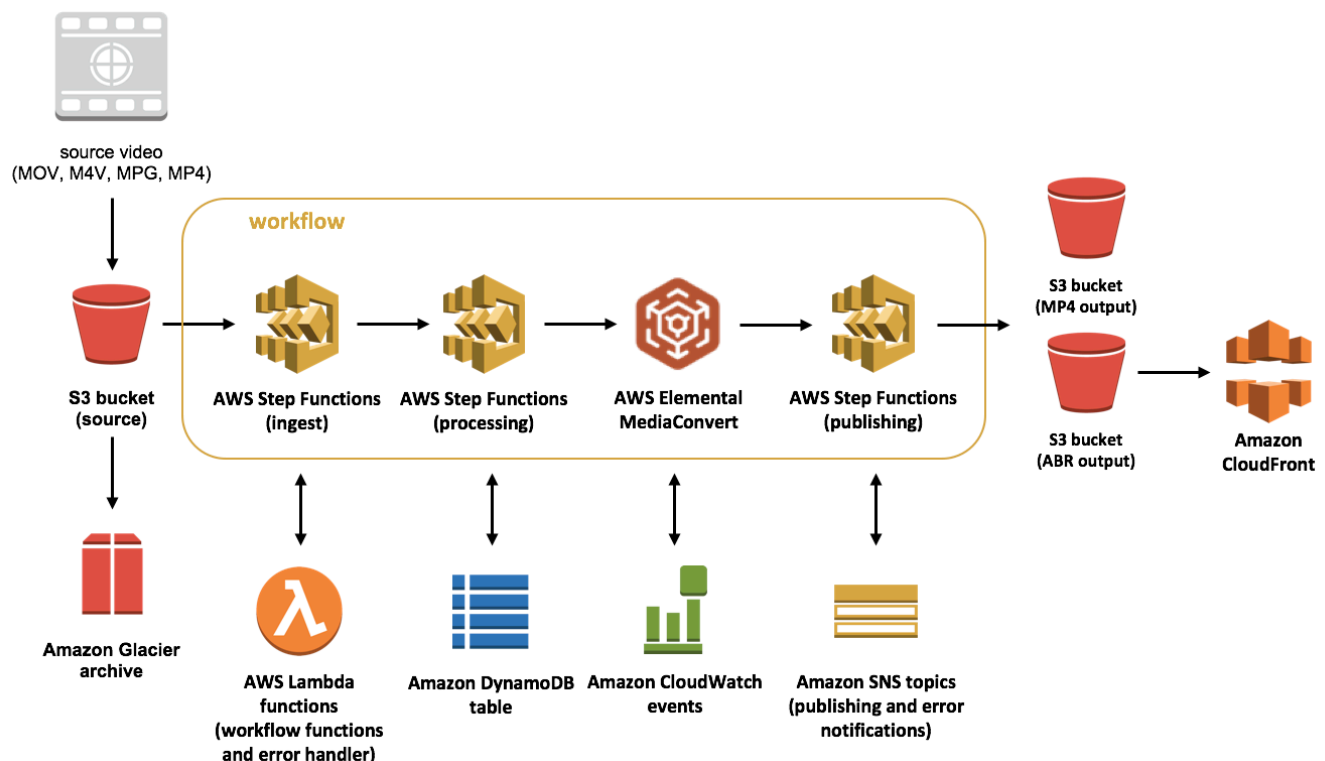
3 | APERTURE PLATFORM

Aperture's Multi-Device OTT SVOD Platform is deployed across Website, Android, iOS, Roku, Apple TV, Android TV, Amazon Fire TV and various other Smart TV platforms. Aperture's Video Engine and CMS helps producers and content providers to integrate all of their video content at one place and across different devices and screens!

With over 2 years in development and testing, Aperture provides a responsive HTML5 website that works across most modern day browsers across all devices, along with native apps for devices like Apple iOS ecosystem, Android Mobile & Tablet ecosystem as well as for Streaming Media Boxes like Roku, Apple TV, Amazon Fire TV and Android TV.

3.1 INFRASTRUCTURE

Aperture uses the world's leading IT infrastructure provider - Amazon Web Services, to host and manage all content, and utilizes Amazon CloudFront as the default CDN to deliver premium content to our end viewers.



3.2 DRM

Aperture uses an integrated DRM to secure all content. Viewers can watch video content, without download capability.

Videos are encrypted on the server. Only Aperture players have the decryption keys to playback these videos. DRM blocks any 3rd party sites, tools and software from accessing, downloading or playing the video. DRM takes care of user authentication so that only subscribers and valid users who have a paid subscription have access to the same.

Where certain licensing restrictions require it, 3rd part digital rights management systems are employed to enhance the security of certain libraries of content such as Castlabs, Playready, or FairPlay.

Apart from DRM, several other world-class security measures are taken such as using a high security firewall on Amazon Cloud, SSL certificate on all web facing applications and pages and API access points and code level security to prevent against DoS and other hacking attacks.

3.3 INTEGRATED CONTENT DELIVERY NETWORK

Aperture uses Amazon Cloudfront CDN (content delivery network). This allows all of Aperture's video content to be streamed as fast as possible to a global audience, irrespective of the viewer's geographic location. This CDN makes Aperture content available on localized data centers which are closer to the user, resulting in faster streaming and happier users. It also distributes load on the platform and saves bandwidth, therefore reducing bandwidth cost.

3.4 SERVICE ORIENTED ARCHITECTURE (SOA)

Aperture is built in a modular Service Oriented Architecture. The main philosophy behind SOA is loose coupling, i.e. avoiding temporal, technological and organizational constraints in the system design. Loosely coupled systems support dynamically binding to other components and can mediate the difference in the component's structure, protocols and semantics, thus abstracting volatility. Loose coupling in SOA is how the services are implemented without impacting other services or applications. The only interaction between the application and services is through the published interfaces.

All of it means that the Aperture platform is future proof. It can be customized for specific needs and new features can be added easily and quickly.

3.5 MINIMUM VIABLE PRODUCT

The Aperture TV platform soft launched in September of 2018 with a Minimum Viable Product (MVP) which includes user registration, Subscriber Video On Demand (SVOD) features, inviting friends, and a simple token wallet.

The Aperture TV MVP provides all of the SVOD features and content the most popular services offer including music, movies, and sports.

The following features will be developed for iOS and web devices:

- Registration and authentication
- Privacy
- Login and logout
- Simple virtual token wallet
- Simple platform invite
- Admin panel
- Ingest video content
- Adding new movies and metadata
- Geo-blocking for selected countries
- API endpoint
- Web player with DRM support
- Platform analytics

Geo-blocking is included in the MVP to ensure all countries have correct access to content. The MVP will be available in the US, UK, and Canada.

Other features like the recommendation engine and content curation by category, including multiple playlist types will be integrated to optimize discovery and audience engagement.

Analytics are implemented within the MVP to ensure the Aperture TV marketing team and other stakeholders can track usage of the SVOD application and use the results to measure success.

The API design is precise and detailed so that the Aperture TV dev team knows what to expect and is able to then structure the process. The existing product and codebases is version 3.0.

Following the launch of the MVP, new features will continue to be added to enhance the Aperture platform. During the first year of platform development, the product and development team plans to include the following:

- Commenting and sharing
- Profile page (standard, power and VIP)
- Virtual digital wallet
- Financial and social insights
- Notifications
- Administration console

3.6 TECH STACK

The APERTURE platform is built using the following tech stack:

- Net Core 2.0+ for developing the web application
- Node JS for the interface between the back end applications and Blockchain
- iOS and Android SDKs for developing mobile applications
- WebOS, Android TV, FireOS, Tizen, ROKU, AppleTV and Amazon SDKs for developing Smart TV applications
- Docker for build and deploy pipeline using EC2 Container Service to host docker image in AWS

3.7 SOURCE CONTROL

All Aperture TV code is managed with source control. This enables Aperture TV code to be made open source. Developers from different parts of the application can then explore the code from other teams to see how it works and examine why it works the way it does. This repo is used to synchronize the Aperture TV technical teams. Any changes to the repo are performed via pull requests so all developers have the opportunity to join the discussion. Every team has to approve the pull request, which helps prevent any issues during integration.

3.8 CONTINUOUS INTEGRATION

Each code repository has a project setup on a CI server. The CI pipeline builds, runs tests, and packages code ready for it to be deployed. Each build should produce artifacts that can be deployed.

3.9 TEST DRIVEN DEVELOPMENT (TDD)

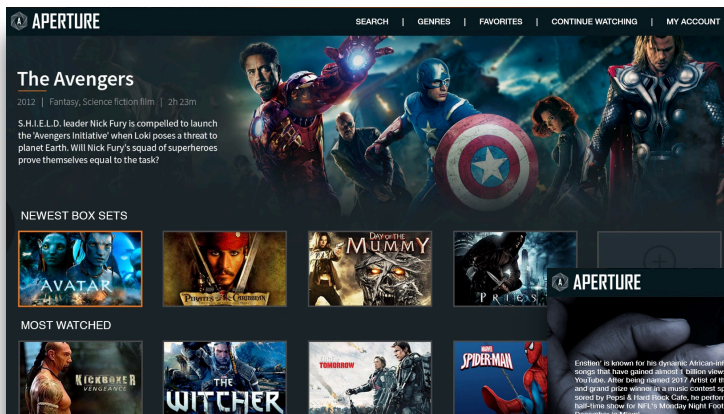
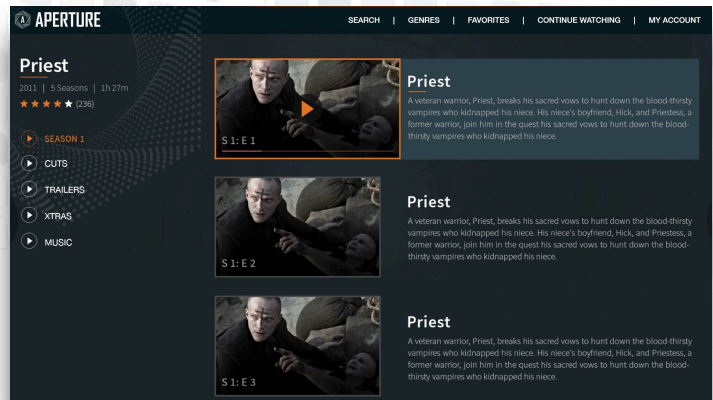
The Aperture TV development team will take a TDD approach wherever it makes sense to do so. This ensures smoother iterations to the code as new features are introduced, building out from the MVP.

Aperture TV encourages development teams to suggest areas where they think TDD is valuable.

3.10 SCALABILITY

Project goals are recognizably high, but from the beginning, Aperture TV developers will take care not to over-engineer the platform so as they can best prepare for scalability. The Aperture TV software platform and integrated CDN can theoretically infinitely scale.

3.11 UI/UX



BLOCKCHAIN TECHNICAL OVERVIEW

Initially designed as a method for keeping a financial ledger, the blockchain paradigm can be extended to provide a generalized framework for implementing decentralized computer resources.

How it works

Each computing resource can be thought of as a single-state machine. It transitions between states via cryptographically secured transactions. When generating a new state-machine, the node encodes logic which defines valid state transitions and uploads it onto the blockchain. From there, the blocks journal a series of valid transactions. When these journals are incrementally executed with the state from the previous block, they morph the state-machine into its new current state.

In a public chain, the Proof of Work consensus algorithm and its underlying peer-to-peer protocol prevents the state-machines' process and transitioning logic from being tampered with. It also shares this information with all nodes participating in the system. This means nodes will be able to query the state machines at any time and obtain a result which will be accepted by the entire network with high certainty.

Ethereum

This transaction-based state-machine generalization of the blockchain is informally referred to as smart contracts. Ethereum is the first platform to attempt a full implementation of this idea.

It builds into the blockchain a Turing-complete instruction set to allow smart contract programming and a storage capability to accommodate on-chain state. Aperture TV regards the flexibility of its programming language as an important property in the context of rights management. It can enable advanced functionality (including multi-party arbitration, bidding, and reputation) to be coded into the Aperture TV system, adapting to comply with differences in regulation and changes in stakeholder needs.

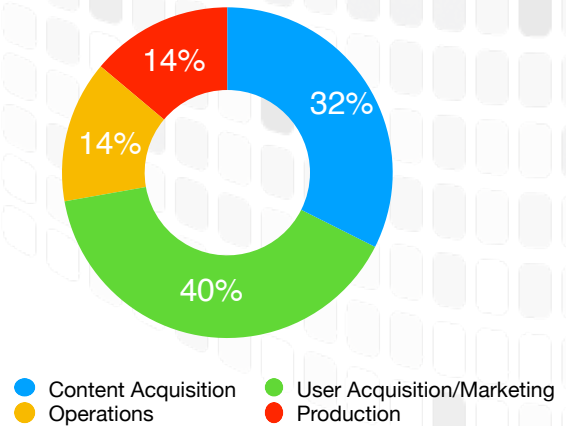
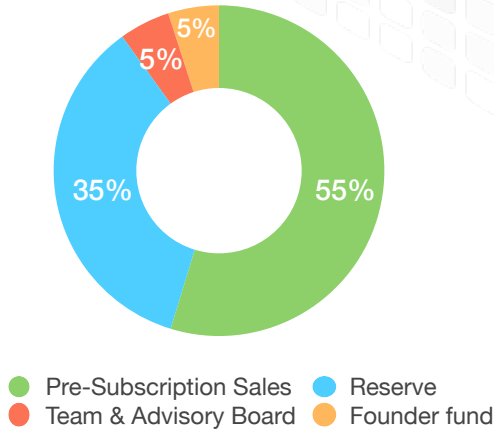
Aperture TV plans to utilize Ethereum's smart contracts to create intelligent representations of existing rights records that are stored within individual nodes on the network. The contracts will be constructed to contain metadata about the record ownership, permissions, and data integrity.

The blockchain transactions in the Aperture TV system will carry cryptographically signed instructions to manage these properties. Policies are carried out by the contract's state transition functions, which enforces data alternation only by legitimate transactions. Such policies can be designed to implement any set of rules to govern a particular rights record, as long as it can be represented computationally. For example, a policy may enforce that separate

transactions representing consent are sent from both actors and distributors before granting viewing permissions to a third party.

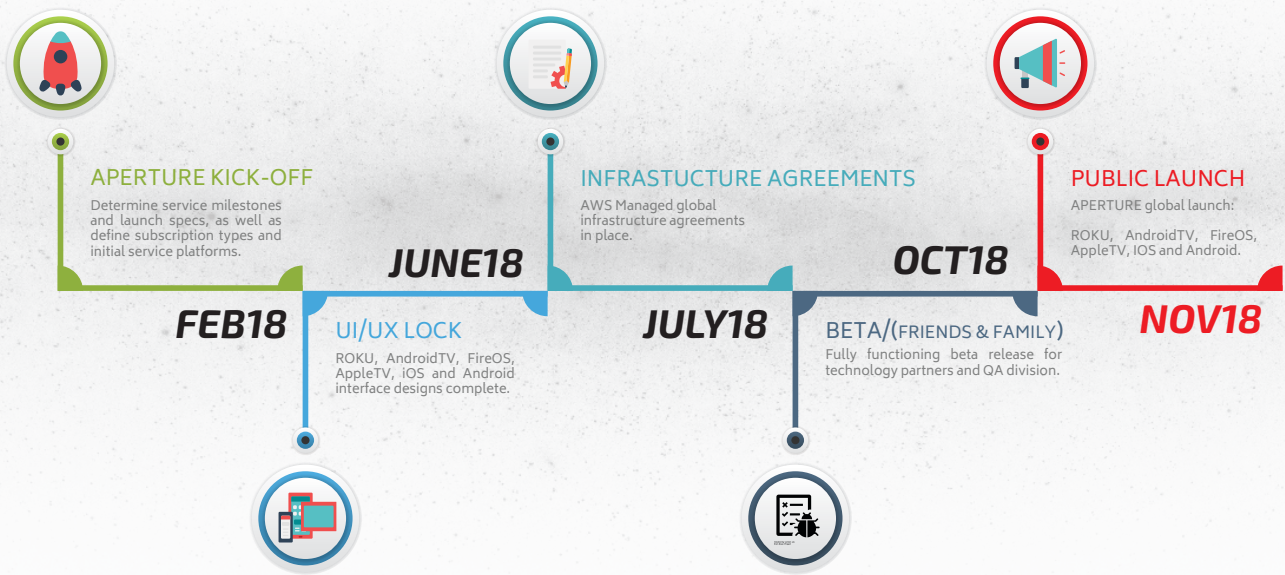
4.1 Token Allocation and Use of Funds

In a bid to enhance the long-term success of the project, only 55% of the total amount of tokens created will be available during an Initial Coin Offering (ICO) event. 35% of the tokens will be assigned to an internal reserve fund at Aperture TV. This creates a deposit of pledged tokens.



SUMMARY

5 | ROADMAP





STIEN DAVIS
Founder

Stien Davis began his career in the US Air Force, with a Top Secret security clearance in military cryptology. After the military, he entered the private sector for his real passion, a newly termed universe called interactive.

Stien makes ideas manifest. He provides hardware and software development, production, and creative support for entities such as Sprite, Kobe Bryant, The Hollywood Chamber of Commerce, Reebok, Body Glove, Bloomingdales, Playboy, Popchips, Disney, Sony, Y2K, and Apple's Beats By Dre.



CAMERON COX
VP of Blockchain

Cameron has been working in the blockchain and data analytics space for the past 2 years, leading the buildout of a blockchain intelligence and analytics platform. Prior to this, he owned and operated a diverse portfolio of e-commerce companies, spanning gaming, fashion, and outdoor industries.



KOLIN JORDAN
VP of Marketing

Kolin Jordan has over ten years' experience in event and traditional marketing for many major international brands in the beer, spirits, and education industries. He is also a writer, translator, and co-founder of 7Vientos Press, an independent publishing company.



BRIAN KAWAMURA
Business Development

Brian Kawamura is a seasoned executive with over thirty-six years of experience in the Telecommunications, IT, Software, Finance and Energy industries. Brian has successfully launched three IPOs; negotiated numerous company acquisitions, and has raised capital for several very successful start-ups. Participations include the sale of MFS Communications for \$14B and raising over \$2 billion in funding for Sprint, Western Union Communications, Litel, Worldcom, KMC, Electric City Corp, eCharge2, and Terra Firma Technologies.



HANNIBAL DAVIS III
Platform Security

Starting with his military beginnings in the US Air Force IT, he writes and manages procedures that are still in use in the warzone today. His Top Secret government security clearance gives him access to the latest in military grade cryptographic technology, and cutting-edge firewall and security standards and practices.



DARRYLE MARK
Head of Platform

Darryl is a Microsoft Certified IT Professional with over 29 years of IT experience, and 15 years of experience supporting Information Systems and Services. He has a myriad of Microsoft certifications, including a Top Secret government security clearance and the CompTIA Security certification. Darryl started his career serving in the US Air Force, where he managed the web servers for Anderson, Travis and Clark Air Force Bases.

KYC AND AML POLICIES

1. KYC

KYC (Know Your Customer) is the process of a business identification and client's identity verification. KYC includes procedures of primary identification of customers from financial institutions and companies acting as cryptocurrency exchanges. Strict compliance with the KYC policy protects the customers and us from criminal elements such as money laundering or terrorism financing. As security transaction is our main priority, we keep a high standard of customer identification and provided information verification. If we have a reasonable assumption, that our customer might be involved in any kind of criminal activity, we reserve the right to refuse cooperation and reject their funds without any additional explanation. Only contributors, which have successfully identified themselves in the KYC procedure, will be eligible to participate in the token public sale. The carried-out KYC will be based on current market standards and will comply with applicable laws. We guarantee that best efforts will be made in order to keep information and transferred personal details confidential.

2. AML

The Token Generator Parties recognize the importance of preventing money laundering and terrorism financing, and commits to the highest standards of Anti-Money Laundering and Combating Terrorist Financing ('AML/CTF'). The Token Generator is subject to United Kingdom legislation designed to prevent AML/ CTF. To fulfill this commitment, the Token Generator establishes internal policies and procedures as well as conducts an anti-money laundering risk analysis. The latter defines risk associated with different types of contributors and transactions.

To prevent AML/CTF, the Token Generator will implement processes and procedures to conduct appropriate customer due diligence, customer identification and customer's identity verification on the basis of the following "Know Your Customer" principles:

- Customer provided documentation (Verification Checking).
- Customer information obtained from reliable and independent sources (Ownership Checking).

Unusual activity during the customer due diligence process or customer engagement should be immediately reported to the designated Money Laundering Reporting Officer ('MLRO') or the Deputy Money Laundering Reporting Officer ('Deputy MLRO').

The threat for the Token Generator to be involved in money laundering and terrorist financing activities depends directly on the type of customer business or the country they are located in. During the business processes and procedures, the Token Generator will classify its customers based on a level of risk. Identifying the potential risk will help to effectively manage these risks and implement controls to mitigate the identified risk, if any.

The Token Generator will not conduct business, inter alia, with the following risky customers:

- Individuals included in any official lists of sanctions.
- Individuals indicating possible involvement in criminal activities based on available information.
- Individuals with businesses where activity or source of fund legitimacy cannot be reasonably verified.

- Individuals refusing to provide required information or documentation.
- Entities whose shareholder/control structure cannot be determined.

Customer documentation can either be submitted in physical or electronic form. An appropriate record of received documentation, copies or reference to the customer's documentation will be kept in accordance with the data protection regulation. Records will be kept for as long as the relationship endures with the customer or is needed for fulfillment of the relationship and for at least five years after the relationship ends. In countries where this period exceeds the established period of time, the legally established time period will be considered to comply with local law.

DISCLOSURE SCHEDULE

The acquisition of Tokens involves a high degree of risk. Before acquiring Tokens, it is recommended that each Purchaser conduct its own careful examination of all relevant information and risks about the Token Generator, Platform and Tokens and, specifically, the disclosures and risk factors set out below. If any of the following risks actually occurs, the Platform, Tokens and Purchaser's Tokens may be materially and adversely affected, including the Purchaser's Tokens being rendered worthless or unusable.

1 DISCLOSURES REGARDING THIS WHITE PAPER

1.1 Accuracy of information, no consent of parties referenced in White Paper

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 the Token Generator 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 the Token Generator nor any of the Token Generator Parties has 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 Token Generator 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.

1.2 Terms used

To facilitate a better understanding of Tokens being offered for purchase by the Token Generator, and the businesses and operations

of the Token Generator, 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.

1.3 Forward looking statements

All statements, estimates and financial information contained in this White Paper, made in any press releases or in any place accessible by the public and oral statements that may be made by Token Generator or any Token Generator Parties 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 the Token Generator's financial position, business strategies, plans and prospects and the future prospects of the industry which the Token Generator is in are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Token Generator's revenue and profitability, prospects, future plans, other expected industry trends and other matters discussed in this White Paper regarding Token Generator are matters that are not historic facts, but only predictions.

Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual events or results, performance or achievements to differ materially from the estimates or the results implied or expressed in such forward-looking statements. These factors include, amongst others:

changes in political, social, economic and stock or cryptocurrency market conditions, and the regulatory environment in the countries in which the Token Generator conducts its respective businesses and operations;

the risk that the Token Generator may be unable or execute or implement their respective business strategies and future plans; changes in interest rates and exchange rates of fiat currencies and cryptocurrencies;

changes in the anticipated growth strategies and expected internal growth of the Token Generator;

changes in the availability and fees payable to the Token Generator in connection with their respective businesses and operations;

changes in the availability and salaries of employees who are required by the Token Generator to operate their respective businesses and operations;

changes in preferences of customers of the Token Generator;

changes in competitive conditions under which the Token Generator operates, and the ability of the Token Generator to compete under such conditions;

changes in the future capital needs of the Token Generator and the availability of financing and capital to fund such needs;

war or acts of international or domestic terrorism;

occurrences of catastrophic events, natural disasters and acts of God that affect the businesses and/or operations of the Token Generator;

other factors beyond the control of the Token Generator; and any risk and uncertainties associated with the Token Generator and its business and operations, Tokens, the Token Generation and the underlying assets (each as referred to in the White Paper).

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 the Token Generator.

Further, the Token Generator 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.

1.4 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 the Token Generator and its business and operations, Tokens, the Token Generation 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 the Token Generator. The Token Generation (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 Token Generator or in any statement of fact or information contained in this White Paper since the date hereof.

1.5 Restrictions on distribution and dissemination of White Paper

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 the Token Generator. 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.

1.6 Language of White Paper

This White Paper may have been prepared in multiple languages. In the event of any inconsistencies between one version and another, the English language version shall prevail.

2 DISCLOSURES REGARDING TOKENS

2.1 Nature of Tokens

The Token is a utility token. Tokens are digital utility tokens that afford Token holders to access the Platform and/or execute certain functions on the Token Smart Contract in accordance with the terms of an open-source license agreement. Tokens do not represent a loan to Token

Generator nor do they provide Purchaser with any ownership or other interest in or to Token Generator. For greater certainty, the purchase of Tokens does not provide Purchaser with any form of ownership right or other interest in or to Token Generator or its present or future assets and revenues, including, but not limited to, any voting, distribution, redemption, liquidation, revenue sharing, proprietary (including all forms of intellectual property), or other financial or legal rights.

2.2 Tokens are non-refundable

Token Generator is not obliged to provide Tokens holders with a refund for any reason, and Tokens holders will not receive money or other compensation in lieu of a refund. Statements set out in the White Paper are merely expressions of the Token Generator's objectives and desired work plan to achieve those objectives, and no promises of future performance or price are or will be made in respect to Tokens, including no promise of inherent value, and no guarantee that Tokens will hold any particular value.

2.3 Tokens are provided on an "as is" basis

Tokens are provided on "as is" basis. The Token Generator Parties and each of their respective directors, officers, employees, shareholders, affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding Tokens, including any warranty of title, merchantability or fitness for a particular purpose or any warranty that Tokens and Platform will be uninterrupted, error-free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by applicable law, the Token Generator Parties and each of their respective directors, officers, employees, shareholders, affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealings, usage or trade.

2.4 Not an offering of securities, commodities or swaps

The sale of Tokens and Tokens themselves are not securities, commodities, swaps on either securities or commodities, or a financial instrument of any kind. Purchases and sales of Tokens are not subject to the protections of any laws governing those types of financial instruments. This White Paper and all other documents referred to in this White Paper including the Terms and Conditions do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity.

2.5 Non-Investment purposes

Purchaser acknowledges and agrees that Purchaser is not purchasing Tokens for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes. Tokens are not designed for investment purposes and should not be considered as a type of investment.

2.6 Force majeure

The Token Generation and the performance of the Token Generator's activities set out in White Paper development roadmap may be interrupted, suspended or delayed due to force majeure events. For the purposes of this White Paper, a force majeure event shall mean any extraordinary event or circumstances which could not be prevented by Token Generator and shall include: hardware, software or other utility failures, changes in market forces or technology, software or smart contract bugs, changes in blockchain-related protocols, acts of nature, wars, armed conflicts, mass civil disorders, industrial actions,

epidemics, lock-outs, slowdowns, prolonged shortage or other failures of energy supplies or communication service, acts of municipal, state or federal governmental agencies or other circumstances beyond Token Generator's control, which were not in existence at the time of Token Generation. Purchaser understands and agrees that Token Generator shall not be liable and disclaims all liability to Purchaser in connection with a force majeure event.

2.7 Insurance

Unlike bank accounts or accounts at financial institutions, Tokens are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Token Generator to offer recourse to Purchaser.

3 GOVERNMENTAL DISCLOSURES

3.1 Token Generator is not a regulated mutual fund

Token Generator is not regulated as a mutual fund for the purpose of the Mutual Funds Law (Revised) of the United Kingdom on the basis that Tokens are not shares and Token Generator is not a mutual fund. Because Token Generator is not a regulated mutual fund, Token Generator is not required to have its accounts audited.

If Token Generator were regulated as a mutual fund under the Mutual Funds Law (Revised), it would need to comply with regulatory requirements designed to protect investors, including the requirement to limit the minimum aggregate token purchase amount to USD \$100,000 or its equivalent in any other currency in order for it not to be licensed or administered by a licensed mutual fund administrator. Token Generator would also need to pay a prescribed initial registration fee. These are matters which would be required in connection with an initial registration under the Mutual Funds Law. Token Generator would also then have ongoing obligations under the Mutual Funds Law following its initial registration, including the obligation to:

- file with CIMA prescribed details of any changes to this White Paper;

- file annually with CIMA accounts audited by an approved auditor and a fund annual return; and
- to pay a prescribed annual fee.

If Token Generator were a regulated mutual fund, it would also be subject to the supervision of CIMA, and CIMA would have wide powers to take certain actions if certain events occur.

3.2 Risk of unfavorable regulatory action in one or more jurisdictions

The regulatory status of cryptographic tokens, digital assets, and blockchain technology is undeveloped, varies significantly among jurisdictions and is subject to significant uncertainty. It is possible that certain jurisdictions may adopt laws, regulations, policies or rules directly or indirectly affecting the Bitcoin and Ethereum network, or restricting the right to acquire, own, hold, sell, convert, trade, or use Tokens. Developments in laws, regulations, policies or rules may alter the nature of the operation of the blockchain network upon which Tokens are dependent. There can be no assurance that governmental authorities will not examine the operations of Token Generator Parties and/or pursue enforcement actions against Token Generator Parties. All of this may subject Token Generator Parties to judgments, settlements, fines or penalties, or cause Token Generator Parties to restructure their operations and activities or to cease offering certain products or services, all of which could harm Token Generator Parties'

reputation or lead to higher operational costs, which may, in turn, have a material adverse effect on Tokens and/ or the development of the Platform.

3.3 Purchaser bears responsibility of legal categorization

There is a risk that Tokens might be considered a security in certain jurisdictions, or that they might be considered to be a security in the future. The Token Generator does not provide any warranty or guarantee as to whether Tokens will be a security in the jurisdiction of the Purchaser. Each Purchaser will bear all consequences of Tokens being considered a security in their respective jurisdiction. Every Purchaser is responsible to confirm if the acquisition and/or disposal of Tokens is legal in its relevant jurisdiction, and each Purchaser undertakes not to use Tokens in any jurisdiction where doing so would be unlawful. If a Purchaser establishes that the purchase or use of Tokens is not legal in its jurisdiction, it should not acquire Tokens and immediately stop using or possessing Tokens.

Acquiring Tokens in exchange for cryptocurrencies will most likely continue to be scrutinized by various regulatory bodies around the world, which may impact the usage of Tokens. The legal ability of the Token Generator to provide or support Tokens in some jurisdictions may be eliminated by future regulation or legal actions. In the event the Token Generator determines that the purchase or usage of Tokens is illegal in a certain jurisdiction, the Token Generator may cease operations in that jurisdiction, or adjust Tokens or the Platform in a way to comply with applicable law.

3.4 Purchaser bears responsibility for complying with transfer restrictions

Tokens may be placed on third-party exchanges, giving future purchasers and users an opportunity to openly buy Tokens. A user seeking to enter the Platform following the Token Generation will have to buy Tokens on such exchanges. Conversely, Tokens may be sold on such exchanges if the holder of Tokens would like to exit the Platform ecosystem. Existing laws on the circulation of securities in certain countries, such as the United States of America, Canada and Singapore, may prohibit the sale of Tokens to the residents of those countries. When buying Tokens, Purchaser should be aware of the restrictions on their subsequent sale.

4 GENERAL SECURITY RISKS

4.1 Risk of theft and hacking

Token generation events and initial coin offerings are often targeted by hackers and bad actors. Hackers may attempt to interfere with the purchaser's wallet (Purchaser's Wallet), the Token Smart Contract or the availability of Tokens in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks. Any such attack may result in theft of Purchaser's Tokens.

4.2 Private keys

Tokens purchased by Purchaser may be held by Purchaser in Purchaser's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with Purchaser's digital wallet or vault storing Tokens will result in loss of such Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service Purchaser uses, may be able to misappropriate Purchaser's Tokens. Token Generator is not responsible for any such losses.

4.3 Failure to map a public key to Purchaser's Wallet

Failure of the Purchaser to map a public key to the Purchaser's Wallet may result in third-parties being unable to recognize buyer's Tokens balance on the Ethereum blockchain when and if they configure the initial balances of a new blockchain based upon the Platform.

4.4 Exchange risks

If Purchaser sends Ether to the Token Generator from an exchange or an account that Purchaser does not control, Tokens will be allocated to the account that has sent Ether; therefore, Purchaser may never receive or be able to recover Purchaser's Tokens. Furthermore, if Purchaser chooses to maintain or hold Tokens through a cryptocurrency exchange or other third party, Purchaser's Tokens may be stolen or lost.

4.5 Risk of incompatible wallet services

The wallet or wallet service provider used for the acquisition and storage of Tokens has to be technically compatible with Tokens. The failure to assure this may result in the Purchaser not being able to gain access to its Tokens.

4.6 Risk of weaknesses or exploitable breakthroughs in the field of cryptography

Advances in cryptography, or other technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum and Tokens, which could result in the theft or loss of Tokens.

4.7 Internet transmission risks

There are risks associated with using Tokens including, but not limited to, the failure of hardware, software, and internet connections. The Token Generator shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Platform and Tokens, howsoever caused. Transactions in cryptocurrencies may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. cryptocurrencies transactions are deemed to be made when recorded on a public ledger, which is not necessarily the date or time when the transaction is initiated.

5 PLATFORM AND TOKEN SMART CONTRACT DISCLOSURES

5.1 No guarantee that Platform or Token Smart Contract will be developed

Purchaser acknowledges, understands and agrees that Purchaser should not expect and there is no guarantee or representation or warranty by Token Generator or Platform Operator that: (a) the Platform and Token Smart Contract will ever be adopted; (b) the Platform and Token Smart Contract will be adopted as developed and not in a different or modified form; (c) a final blockchain utilizing or adopting the Token Smart Contract will ever be launched; and (d) a final blockchain will ever be launched with or without changes to the Token Smart Contract and with or without a distribution of tokens matching the fixed initial balances of Tokens recorded on the Token Smart Contract. Furthermore, Tokens issued under the Token Smart Contract will not have any functionality on the final blockchain and holding Tokens is not a guarantee, representation or warranty that the holder will be able to use the such final blockchain, or receive any tokens actually utilized on the Platform with the final blockchain is created, even if the Platform is launched and the Token Smart Contract

is adopted, of which there is no guarantee, representation or warranty made by Token Generator.

5.2 Risks associated with the Token Smart Contract and associated software and/or infrastructure.

Malfunctions

The Token Smart Contract is based on the Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause Tokens and/or the Platform to malfunction or function in an unexpected or unintended manner.

Bugs and weaknesses

The Ethereum blockchain rests on open source software, and accordingly there is the risk that the Token Smart Contract may contain intentional or unintentional bugs or weaknesses which may negatively affect Tokens or result in the loss or theft of Tokens or the loss of ability to access or control Tokens. In the event of such a software bug or weakness, there may be no remedy and Token holders are not guaranteed any remedy, refund or compensation.

Delays and congestions

On the Ethereum blockchain timing of block production is determined by proof of work so block production can occur at random times. For example, Ether contributed to the Token Smart Contract in the final seconds of a distribution period may not get included for that period. Purchaser acknowledges and understands that the Ethereum blockchain may not include the Purchaser's transaction at the time Purchaser expects and Purchaser may not receive Tokens the same day Purchaser sends Ether. The Ethereum blockchain is prone to periodic congestion during which transactions can be delayed or lost. Individuals may also intentionally spam the Ethereum network in an attempt to gain an advantage in purchasing cryptographic tokens. Purchaser acknowledges and understands that Ethereum block producers may not include Purchaser's transaction when Purchaser wants or Purchaser's transaction may not be included at all.

Value of Ether

Ether, the native unit of account of the Ethereum may itself lose value in ways similar to Tokens, and also other ways. More information about Ethereum is available at <http://www.ethereum.org>.

5.3 Irreversible nature of blockchain transactions

Transactions involving Tokens that have been verified, and thus recorded as a block on the blockchain, generally cannot be undone. Even if the transaction turns out to have been in error, or due to theft of a user's Tokens, the transaction is not reversible. Further, at this time, there is no governmental, regulatory, investigative, or prosecutorial authority or mechanism through which to bring an action or complaint regarding missing or stolen Cryptocurrencies and Tokens. Consequently, the Token Generator may be unable to replace missing Tokens or seek reimbursement for any erroneous transfer or theft of Tokens.

5.4 Amendments to protocol

The development team and administrators of the source code for Ethereum blockchain or the Token Smart Contract could propose amendments to such network's protocols and software that, if accepted and authorized, or not accepted, by the network community, could adversely affect the supply, security, value, or market share of Tokens.

5.5 Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for Tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks and race condition attacks. Any successful attack presents a risk to Tokens, including the expected proper execution and sequencing of Tokens and Ethereum contract computations in general. Despite the efforts of the Token Generator and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining attacks, as described above, may also target other blockchain networks, with which Tokens interact with and consequently Tokens may be impacted also in that way to the extent described above.

6 TOKEN GENERATOR AND PLATFORM OPERATOR DISCLOSURES

6.1 Legal structure of Token Generator and Platform Operator

The Token Generator is an exempted company incorporated in the United Kingdom pursuant to the Companies Law (Revised). An exempted company is a body corporate which has separate legal personality capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, and having perpetual succession. The constitution of an exempted company is contained in two documents, the memorandum of association and the articles of association (Articles). The Articles typically provide that there must be at least one director of a Cayman company and the management of the company is the responsibility of, and is carried out by, its board of directors. The memorandum of association of a UK company must specify the authorized share capital of such company. The memorandum of association will state the aggregate amount of the authorized share capital, together with details of the number of shares into which it is divided and the par value of those shares. As a holder of Tokens, you are not entitled to any shares of Token Generator nor to any other right or interest in or to Token Generator (including any debt or equity interest therein) and will have no rights to appoint or remove the board of directors or operators of Token Generator.

As a holder of Tokens, you are not entitled to any shares of Platform Operator nor to any other right or interest in or to Platform Operator (including any debt or equity interest therein) and will have no rights to appoint or remove the board of directors or operators of Platform.

Because Tokens confer no governance rights of any kind with respect to the Token Generator, Platform Operator or the Platform, all decisions involving the Token Generator's and Platform Operator's products or services, including the services provided on the Platform will be made by Token Generator and/or the Platform Operator in their sole discretion. These decisions could adversely affect the platform and the utility of any Tokens you own.

6.2 Relationship between Token Generator and Platform Operator

The Token Generator and Platform Operator are not partners under any partnership arrangement and, accordingly, neither party may contractually bind the other as its partner.

6.3 Dependence on management team

The ability of each of the Token Generator's and Platform Operator's project teams, which are respectively responsible for maintaining competitive position of the Tokens and Platform, is dependent to a large degree on the services of their management teams. The loss or diminution in the services of members of such senior management team or an inability to attract, retain and maintain additional senior management personnel could have a material adverse effect on the

Tokens and Platform. Competition for personnel with relevant expertise is intense due to the small number of qualified individuals, and this competition may seriously affect such entity's ability to retain its existing senior management and attract additional qualified senior management personnel, which could have a significant adverse impact on the Tokens and Platform.

6.4 Risks related to reliance on third parties

Even if completed, the Platform will rely, in whole or partly, on third-parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third-parties will complete their work, properly carry out their obligations, or otherwise meet anyone's needs, any of which might have a material adverse effect on the Platform.

6.5 Insufficient interest in the Platform and Tokens

It is possible that the Platform or Tokens will not be used by a large number of individuals, businesses and organizations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Tokens and Platform.

6.6 Platform development risks

The development of the Token Smart Contract and/or Platform may be abandoned for a number of reasons, including lack of interest from the public, insufficient funding, insufficient commercial success or prospects or departure of key personnel.

6.7 Changes to Platform

The Platform is still under development and may undergo significant changes over time. Although Platform Operator intends for the Platform to have the features and specifications set forth in this White Paper, changes to such features and specifications may be made for any number of reasons, any of which may mean that the Platform does not meet expectations of the Purchaser.

6.8 Other projects

The Token Smart Contract and Platform may give rise to other, alternative projects, promoted by parties that are affiliated or unaffiliated with the Token Generator Parties and such projects may provide no benefit to the Tokens or Platform.

6.9 Disclosures relating to conflicts of interest

Any of the Token Generator Parties may be engaged in transactions with related parties and conflicts of interest may arise, potentially resulting in the conclusion of transactions on terms not determined by market forces.

6.10 Licenses and approvals are not assured in all jurisdictions

Platform Operator intends to operate in full compliance with applicable laws and regulations and obtain the necessary licenses and approvals in key markets. This means that the development and rollout of all the features of the ecosystem described in this White Paper are not guaranteed. Regulatory licenses and/or approvals are potentially to be required in a number of relevant jurisdictions in which relevant activities may take place. It is not possible to guarantee, and no person makes any assurances, that any such licenses or approvals will be obtained within a particular timeframe or at all. This means that Platform Operator and other features of the proposed ecosystem may not be available in certain markets, or at all. This could require restructuring of that ecosystem and/or its unavailability in all or certain respects.

6.11 No Auditing

The Token Generator and Platform Operator are not required to and will not provide Purchasers with any accounting regarding the use of the proceeding from the sale of the Tokens. The use of such proceeding will not be subject to any audit.

7 OTHER DISCLOSURES

Purchases of Tokens should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptocurrencies, including cryptographically secured digital tokens, and blockchain based software systems. Purchaser should have a functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Token Generator will be available to assist purchasers of Tokens during the sale, the Token Generator will not be responsible in any way for loss of BTC, ETH or Tokens resulting from actions taken by, or omitted by purchasers. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the sale of Tokens.

Cryptographic tokens such as ATVC Tokens are a new and untested technology. In addition to the risks included above, there are other risks associated with your purchase, possession and use of Tokens, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed above.