

H-EQUITIES (“the Company”)

TERMS OF PARTICIPATION IN THE BOPTI TOKEN SALE

Last Updated: 24th october , 2017

These terms of participation (the “Terms”) apply to each prospective buyer of BOPTI tokens who participates in the H-EQUITIES token sale during the token sale period (the “Sale Period”). If you successfully purchase BOPTI Tokens during the Sale Period, you are agreeing to and will be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY AND NOTE THAT THE SECTION ON [‘DISPUTE RESOLUTION. ARBITRATION] CONTAINS A BINDING ARBITRATION CLAUSE WHICH AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS OF SALE, DO NOT PARTICIPATE IN THE H-EQUITIES TOKEN SALE.

If you have any questions regarding these Terms, please contact us at contact@h-equities.com

You and the Company hereby agree as follows:

Intended Purpose and Use of BOPTI Tokens in the Network

The intended purpose of the BOPTI Tokens is to reward customers in Construction industry (collectively, the “Services”) which Services are more particularly set out in Exhibit A. The Services will be provided through an online software platform (the “Platform”) that is currently under development by the Company or an affiliate thereof. More specifically, BOPTI Tokens are intended to facilitate the provision of the Services from the Company or an affiliate thereof, to the users of the Platform. The Platform is intended to include tools designated for managing and interacting with crypto-currency assets, social network tools which may allow users to share their knowledge and expertise, a market place enabling third party developers to

offer their own tools to other users, and various other tools described more fully in Exhibit A.

Ownership of BOPTI Tokens carries no rights, express or implied, other than the right to use BOPTITokens as a means to enable usage of and interaction within the Platform. The Terms shall not and cannot be considered as an invitation to enter into an investment. The Terms do not constitute or relate in any way, nor should they be considered, as an offering of securities in any jurisdiction. The Terms do not include or contain any information or indication that might be considered as a recommendation or that might be used to base any investment decision. BOPTI Tokens are utility tokens and are not intended to be used as an investment. Further, you must note that BOPTI Tokens do not represent or confer any ownership right or stake, share, equity or security or equivalent rights, or any right to receive future revenue shares or intellectual property rights in the Company or any affiliate thereof. Acquiring BOPTI Tokens shall not grant any right or influence over the Company's (or any affiliate thereof) organisation and governance to the Participants, other than rights relating to the potential future provision and receipt of Services, subject to the limitations and conditions contained in these Terms and the Terms and Policies (as defined below). We do not operate or maintain the Platform and as such, we have no responsibility or liability for the Platform or any ability to control third parties' use of the Platform. The BOPTI Tokens are not intended to be a representation of money (including electronic money), security, commodity, bond, debt instrument or any other kind of financial instrument or investment. Protections offered by the applicable law in relation to the purchase and sale of the aforementioned financial instruments and/or investments do not apply to the purchase and sale of BOPTI Tokens and neither these Terms nor the H-EQUITIES Whitepaper constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy any investment or financial instrument in any jurisdiction. BOPTI Tokens should not be acquired in any case or

circumstance for speculative or investment purposes with the expectation of making a profit on immediate resale.

The Company, or an affiliate thereof, will use reasonable endeavours to launch its operations and develop the Platform. Any person undertaking to acquire BOPTI Tokens acknowledges and understands that the Company, or any affiliate thereof, does not provide any guarantee that it will manage to establish an operative platform and therefore it cannot guarantee that the BOPTI Tokens can be used to purchase goods or Services on the Platform. You acknowledge and understand therefore that the Company, or any affiliate thereof, assumes no liability or responsibility for any loss or damage that would result from or relate to the incapacity to use BOPTI Tokens except in the case of gross misconduct or gross negligence. BOPTI Tokens do not constitute the provision of any goods and/or Services as at the date of these Terms.

Scope of Terms

Unless otherwise stated herein, these Terms (which for the avoidance of doubt include the Exhibits hereto) govern only your purchase of BOPTI Tokens from us during the Sale Period.

Any potential future use of BOPTI Tokens in connection with the provision or receipt of Services will be governed primarily by other applicable terms and policies (collectively, the “Service Terms and Policies”). The Service Terms and Policies will be made available on our website prior to the launch of the H-EQUITIES token sale. We may revise and/or update the Service Terms and Policies from time to time at our sole and absolute discretion. In the event of any conflict between these Terms and the Service Terms and Policies, the Service Terms and Policies shall prevail.

Cancellation; Refusal of Purchase Requests

Your purchase of BOPTI Tokens from us during the pre-sale and Sale Period is final, and there are no refunds or cancellations except as may be required by applicable law or regulation. We reserve the right to refuse or cancel BOPTI Token purchase requests at any time in our sole and absolute discretion. In such an event the consideration paid by you shall be rejected or refunded.

At any time prior to satisfaction of the Completion Condition (as such term is defined in Exhibit B hereto), the Company may either temporarily suspend or permanently abort the token sale. During any period of suspension or in the event that the token sale is aborted, BOPTI Tokens will not be available for purchase and any form of crypto-currency sent by Participants to the Company for the purposes of acquiring BOPTI Tokens shall be returned to the Participants.

H-EQUITIES Token Sale Procedures and Specifications

Important information about the procedures and material specifications of our H-EQUITIES Token sale and pre-sale is provided in Exhibit B, including, but not limited to, details regarding the timing and pricing of the H-EQUITIES Token sale, the amount of BOPTI Tokens we will sell, and our anticipated use of the H-EQUITIES Token sale proceeds. By purchasing BOPTI Tokens, you acknowledge and accept that you have read, understood and have no objection to these procedures and material specifications.

Acknowledgment and Assumption of Risks

You acknowledge and agree that there are risks associated with purchasing BOPTI Tokens, holding BOPTI Tokens, and using BOPTI Tokens for providing or receiving Services, as disclosed and explained in Exhibit C. If you have any questions regarding these risks, please contact us at

contact@H-EQUITIES.com. BY PURCHASING BOPTI TOKENS, YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THESE RISKS.

Security

You are responsible for implementing all reasonable and appropriate measures for securing the wallet, vault or other storage mechanism you use to receive and hold BOPTI Tokens that you purchase from us, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your BOPTI Tokens. We are not responsible for any security measures relating to your receipt, possession, storage, transfer or potential future use of BOPTI Tokens nor are we under any obligation to recover any BOPTI Tokens and we hereby exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions which result in your loss of (including your loss of access to) BOPTI Tokens.

Personal Information

We may determine, in our sole and absolute discretion, that we need to undertake due diligence on certain Participants. As part of our due diligence process we may request that you send us certain information about you. You agree to provide us with such information promptly upon request, and you acknowledge and accept that we may refuse to sell BOPTI Tokens to you until you provide such requested information in a form that is satisfactory to us.

Taxes

The purchase price that you pay for BOPTI Tokens is exclusive of all applicable taxes. You are solely responsible for determining what, if any, taxes apply to your purchase of BOPTI Tokens, including, but not limited to: sales, use, value added, and any other taxes that may be applicable. It is also your sole responsibility to withhold, collect, report, pay, settle and/or

remit the correct taxes to the appropriate tax authorities in such jurisdiction where you may be liable to pay tax. We are not responsible for withholding, collecting, reporting, paying, settling and/or remitting any sales, use, value added, or any other tax arising from your purchase of BOPTI Tokens.

Representations and Warranties

By purchasing BOPTI Tokens, you represent and warrant that: You have read and understood these Terms (including all Exhibits); You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these Terms and to appreciate the risks and implications of purchasing the BOPTI Tokens;

You have obtained sufficient information about the BOPTI Tokens to make an informed decision to purchase the BOPTI Tokens;

You understand that the BOPTI Tokens confer only the potential future right to receive Services and confer no other rights of any form with respect to the Platform, the Company, or any affiliate thereof including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; You are purchasing BOPTI Tokens to potentially receive Services on the Platform at a future point in time. You are not purchasing BOPTI Tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes;

Your purchase of BOPTI Tokens complies with applicable law and regulation in your jurisdiction or in any jurisdiction the laws of which you may be subject to.

You live in a jurisdiction that allows the Company to sell the BOPTI Tokens and does not prohibit you from Participating through a token sale without requiring any local authorization;

Your purchase of BOPTI Tokens shall be made in full compliance with any applicable tax obligations to which you may be subject in any relevant jurisdiction;

If you are purchasing BOPTI Tokens on behalf of any entity or person, you are authorized to accept these Terms and enter into a binding agreement with us on such entity or person's behalf (references to "you" in these Terms refer to the entity or person on whose behalf you are authorized to purchase the BOPTI Tokens);

You are not a resident or domiciliary of the United States of America or purchasing BOPTI Tokens from a location in the United States of America, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of the United States of America, nor are you purchasing BOPTI Tokens on behalf of any such person or entity;

You are not a resident or domiciliary of the State of Israel or purchasing BOPTI Tokens from a location in the State of Israel, nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of the State of Israel, nor are you purchasing BOPTI Tokens on behalf of any such person or entity;

You are not: (i) a citizen or resident of a geographic area in which access to or use of the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially

Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List.

You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Services.

If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) you are duly authorized by such legal entity to act on its behalf;

If you are an individual, you are at least 18 years of age and have sufficient legal capacity to accept these Terms and enter into a binding agreement with us;

The acceptance by you of these Terms and the entry into a binding agreement with us will not result in any violation of, be in conflict with, or constitute a material default under: (i) any provision of your constitutional or organizational documents (if applicable); (ii) any provision of any judgment, decree or order to which you are a party, by which you are bound or to which any of your material assets are subject; and/or (iii) any material agreement, obligation, duty or commitment to which you are a party or by which you are bound;

The crypto-currency assets you use to purchase BOPTI Tokens are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and you will not use the BOPTI Tokens to finance, engage in, or otherwise support any unlawful activities; Any BOPTI Tokens you acquire will be acquired in your name, and any crypto-currency assets you use will come from a digital wallet not located in a country or territory that has been designated as a "non-cooperative

country or territory” by the Financial Action Task Force or any similar legislation; and

You are not the subject of any sanctions administered or enforced by any country, government or international authority nor are you resident or established (in the case of a corporate entity) in a country or territory that is the subject of a country-wide or territory wide sanction imposed by any country or government or international authority.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Company and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “Company Parties”) from and against any and all claims, demands, actions, damages, losses, costs and expenses (including reasonable professional and legal fees) that arise from or relate to: (i) your purchase or use of BOPTI Tokens; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity. The Company reserves the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification under this Section (Indemnification). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO THE EXTENT THAT THIS DISCLAIMER APPLIES TO YOU AND EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED IN WRITING BY US, (A) THE BOPTI TOKENS ARE SOLD ON AN “AS IS” AND “AS AVAILABLE” BASIS,

WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE BOPTI TOKENS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) WE DO NOT REPRESENT OR WARRANT THAT THE BOPTI TOKENS ARE RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE BOPTI TOKENS WILL BE CORRECTED; AND (C) WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE BOPTI TOKENS OR THE DELIVERY MECHANISM FOR BOPTI TOKENS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ANY OF THE COMPANY PARTIES, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF THE BOPTI TOKENS OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE BASIS (EVEN IF THE COMPANY OR ANY OF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND REGARDLESS OF WHETHER SUCH LOSSES WERE FORESEEABLE); AND (II) UNDER NO CIRCUMSTANCES WILL

THE AGGREGATE LIABILITY OF COMPANY AND THE COMPANY PARTIES, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS (JOINTLY), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER LEGAL OR EQUITABLE BASIS, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE BOPTI TOKENS, EXCEED THE AMOUNT YOU PAY TO US FOR THE ACQUISITION OF BOPTI TOKENS. THE LIMITATIONS SET FORTH IN THIS SECTION (Limitation of Liability) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, FRAUD OR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT OF COMPANY.

Release

To the fullest extent permitted by applicable law, you release the Company and the Company Parties including but not limited to its officers, directors, agents, joint ventures, employees and suppliers, from all and any responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under any statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

Dispute Resolution. Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN

DISPUTES AND CLAIMS WITH COMPANY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Binding Arbitration.

Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “Disputes”) in which either the Participant or the Company seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, the Participant and the Company (i) waive each other’s respective rights to have any and all Disputes arising from or related to these Terms resolved in a court, and (ii) waive your respective rights to a jury trial. Instead, the Participant and the Company will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court.

No Class Arbitrations, Class Actions or Representative Actions. Any Dispute arising out of or related to these Terms is personal to you and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Arbitration Rules.

The enforceability of this Section (Dispute Resolution. Arbitration) will be both substantively and procedurally governed by and construed and enforced in accordance with the 2012 (as revised in 2017) International

Chamber of Commerce Rules of Arbitration, to the maximum extent permitted by applicable law.

Notice; Informal Dispute Resolution.

Each of the Participant or the Company will notify the other in writing of any Dispute within thirty (30) days of the date it arises, so that respective party can attempt in good faith to resolve the Dispute informally. Notice to the Company shall be sent by e-mail to the Company at contact@h-equities.com. Notice to the Participant shall be either posted on our website or, if available, will be sent by email to any email address you provided in connection with your purchase of BOPTI Tokens or use of the Platform or Services. The Participant's notice must include (i) your name, postal address, email address and telephone number, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If the Participant and the Company cannot agree how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either the Participant or the Company may, as appropriate and in accordance with this Section (Dispute Resolution. Arbitration), commence an arbitration proceeding or, to the extent specifically provided for in this Section (Dispute Resolution. Arbitration), file a claim in court.

Process.

Any arbitration will occur in France. The arbitration will be conducted confidentially by a single arbitrator appointed by the France Chamber of Commerce in accordance with the rules of the International Chamber of Commerce Rules of Arbitration, which are hereby incorporated by reference. The courts located in France will have exclusive jurisdiction over any appeals and the enforcement of an arbitration decision.

Authority of Arbitrator.

These Terms, the applicable International Chamber of Commerce Rules of Arbitration and the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court, provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. Arbitration Rules.

The International Chamber of Commerce Rules of Arbitration and additional information about International Chamber of Commerce are available at <https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>. By agreeing to be bound by these Terms, you either (i) acknowledge and agree that you have read and understand the International Chamber of Commerce Rules of Arbitration, or (ii) waive your opportunity to read the International Chamber of Commerce Rules of Arbitration and any claim that the International Chamber of Commerce Rules of Arbitration are unfair or should not apply for any reason. Severability of Dispute Resolution and Arbitration Provisions. If any term, clause or provision of this Section (Dispute Resolution. Arbitration) is held invalid or unenforceable, it will be so held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this Section (Dispute Resolution. Arbitration) will remain valid and enforceable. Further, the waivers set forth in this Section (Dispute Resolution. Arbitration) are severable from the other provisions of

these Terms and will remain valid and enforceable, except as prohibited by applicable law.

Governing Law and Jurisdiction

These Terms will be governed by and construed and enforced in accordance with the laws of France, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction. Any Dispute between the Parties arising out of or relating to these Terms or its subject matter or formation (including non-contractual Disputes or claims) that is not subject to arbitration will be resolved exclusively in the courts of France.

Severability

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

Miscellaneous

These Terms constitute the entire agreement between the Participant and the Company relating to the Participant's purchase of BOPTI Tokens from the Company. We may make changes to these Terms from time to time as reasonably required to comply with applicable law or regulation. If we make changes, we will post the amended Terms at H-EQUITIES and update the "Last Updated" date above. The amended Terms will be effective immediately. We may assign our rights and obligations under these Terms without your consent. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. We will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control. Purchasing BOPTI Tokens from us

does not create any form of partnership, joint venture or any other similar relationship between you and us. Except as otherwise provided herein, these Terms are intended solely for the benefit of you and us and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree and acknowledge that all agreements, notices, disclosures, and other communications that we provide to you, including these Terms, will be provided in electronic form.

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Exhibit A

Description of Network and Tokens

1. Overview Services

Currently, we are in the process of setting up an international currency based on the Ethereum blockchain to give a worldwide solution to the construction industry. Applications for construction through BATOPTI, small/mid-size construction companies, suppliers, insurance for building, etc., will be able to easily use a modern rewarding solution. Upon signing up, each customer will have a Wallet created automatically that they can use, unless they choose to use another wallet, and will receive their BOPTI+ reward tokens. With their token, they will be able to buy goods on websites like Amazon and Alibaba (on a voucher base until we get our token accepted by them), but also from other various construction services. Also, they will be able to sell their tokens on market exchanges where BOPTI+ will be listed.

Within our Reward Network, standard currency token (e.g. USDT) is used to purchase BOPTI+ and then sent to the receiver. If the customer does not have a Wallet, we can open a wallet for them upon registration. With our A.I. engine, we look for the best rate on the market place to buy the

BOPTI+. Our program manages everything, and our users do not have to be a specialist in crypto currencies.

The customers who possess BOPTI+ will know the total valuation of their wallet in the currency of their choice. The customer merely has just to choose one of the various websites or supplier to convert the BOPTI+ to a dedicated voucher until the major actors (Amazon, Alibaba,...) accept our tokens.

Key points:

- * Our system can be used anywhere in the world (No limits on law)
- * Our system is Smart, and the customers will be excited about being able to enter the crypto-currencies world
- * Our system represents no cost for our customers except conversion fees

Exhibit B

Token Sale Procedures and Specifications

We will issue up to 200,000,000 tokens during our initial token offer. Additional tokens will be generated at the end of the sale. A multiplier of 1.5 will be used. If the sale is fully successful this will create a max supply of 300,000,000 BOPTI Tokens. Those additional tokens will be allotted to our Team and Advisors to align our interests with those of the community, and held by the company as a token reserve. The Team and Advisors will hold 25% of the tokens created. Note these are percentages of the tokens created, based on the total number of tokens sold. Example: If 100 million tokens are sold during the sale, 150 million would become the total supply of BOPTI Tokens.

Exhibit C

Certain Risks Relating to Purchase, Sale and Use of BOPTI Tokens
Important Note: As set out in these Terms, the

H-EQUITIES Tokens are not being structured or sold as securities or any other form of investment product. Accordingly, none of the information presented in this Exhibit C is intended to form the basis for any investment decision, and no specific recommendations are made or intended. The Company expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this Exhibit C, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting from such information.

By purchasing, holding and using BOPTI Tokens, you expressly acknowledge and assume the following risks:

1. Risk of Losing Access to BOPTI Tokens Due to Loss of Private Key(s)

A private key, or a combination of private keys, is necessary to control and dispose of BOPTI Tokens stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing BOPTI Tokens may result in loss of such BOPTI Tokens. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your BOPTI Tokens.

2. Risks Associated with the Ethereum Protocol

Because BOPTI Tokens and the Platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the Platform or BOPTI Tokens. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the

BOPTI Tokens and the Platform by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

3. Risk of Mining Attacks

As with other decentralized cryptographic tokens based on the Ethereum protocol, the BOPTI Tokens are susceptible to attacks by miners in the course of validating BOPTI Token transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the Platform and the BOPTI Tokens, including, but not limited to, accurate execution and recording of transactions involving Tokens.

4. Risk of Hacking and Security Weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the Platform or the BOPTI Tokens in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Platform, which could negatively affect the Platform and the BOPTI Tokens.

5. Risk of Uninsured Losses

Unlike bank accounts or accounts at some other financial institutions, BOPTI 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 us, to offer recourse to you.

6. Risks Associated with Uncertain Regulations and Enforcement Actions

The regulatory status of the BOPTI Tokens and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Platform and the BOPTI Tokens. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Platform and the BOPTI Tokens. Regulatory actions could negatively impact the Platform and the BOPTI Tokens in various ways, including, for purposes of illustration only, through a determination that BOPTI Tokens are a regulated financial instrument that require registration or licensing. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

7. Risks Arising from Taxation

The tax characterization of BOPTI Tokens is uncertain. You must seek your own tax advice in connection with purchasing, holding and utilizing BOPTI Tokens, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

8. Risk of Alternative Networks

It is possible that alternative networks could be established in an attempt to facilitate services that are materially similar to the Services. The Platform may compete with these alternative networks, which could negatively impact the Platform and BOPTI Tokens.

9. Risk of Insufficient Interest in the Platform or Distributed Applications

It is possible that the Platform will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in the creation and development of distributed ecosystems (such as the Platform) more generally. Such lack of use or interest could negatively impact the development of the Platform and therefore the potential utility of BOPTI Tokens.

10. Risks Associated with the Development and Maintenance of the Platform

The Platform is still under development and may undergo significant changes over time. Although we intend for the BOPTI Tokens and Platform to follow the specifications set forth in Exhibit A, and will take commercially reasonable steps toward those ends (subject to internal business description), we may have to make changes to the specifications of the BOPTI Tokens or Platform for any number of legitimate reasons. This could create the risk that the BOPTI Tokens or Platform, as further developed and maintained, may not meet your expectations at the time of purchase. Furthermore, despite our good faith efforts to develop and maintain the Platform, it is still possible that the Platform will experience malfunctions or otherwise fail to be adequately developed or maintained, which may negatively impact the Platform and BOPTI Tokens.

11. Risk of an Unfavorable Fluctuation of Ethereum and Other Currency Value

The Company team intends to use the proceeds from selling BOPTI Tokens to fund the maintenance and development of the Platform, as described further in Exhibit B. The proceeds of the sale of BOPTI Tokens will be denominated in Ether, and may be converted into other cryptographic and fiat currencies. In addition, some pre-sales of the BOPTI Tokens may also be denominated in fiat currencies. If the value of Ethereum or other currencies fluctuates unfavorably during or after the Sale Period, the

Company team may not be able to fund development, or may not be able to maintain the Platform in the manner that it intended.

12. Risk of Dissolution of the Company or Platform

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of Ethereum (or other cryptographic and fiat currencies), decrease in the BOPTI Tokens' utility due to negative adoption of the Platform, the failure of commercial relationships, or intellectual property ownership challenges, the Platform may no longer be viable to operate and the Company may dissolve.

13. Risks Arising from Lack of Governance Rights

Because BOPTI Tokens confer no governance rights of any kind with respect to the Platform or Company or its corporate affiliates, all decisions involving the Platform or Company will be made by Company at its sole and absolute discretion, including, but not limited to, decisions to discontinue the Platform, to create and sell more BOPTI Tokens for use in the Platform, or to sell or liquidate the Company. These decisions could adversely affect the Platform and the BOPTI Tokens you hold.

14. Risks Involving Cloud Storage

As the Company provides a decentralized cloud storage service to individual and institutional clients, including users and applications, the Services are susceptible to a number of risks related to the storage of data in the cloud. The Services may involve the storage of large amounts of sensitive and/or proprietary information, which may be compromised in the event of a cyberattack or other malicious activity. Similarly, the Services may be interrupted and files may become temporarily unavailable in the event of such an attack or malicious activity. Because users can use a

variety of hardware and software that may interface with the Platform, there is the risk that the Services may become unavailable or interrupted based on a failure of interoperability or an inability to integrate these third-party systems and devices that the Company does not control with the Company's Services. The risk that the Services may face increasing interruptions and the Platform may face additional security vulnerabilities could adversely affect the Platform and therefore the future utility of any BOPTI Tokens that you hold.

15. Unanticipated Risks

Cryptographic tokens such as the BOPTI Tokens are a new and untested technology. In addition to the risks included in this Exhibit C, there are other risks associated with your purchase, holding and use of BOPTI Tokens, including those that the Company cannot anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Exhibit C.