

„BESS* Kraftwerke™

*(Batterie Energie Storage System)

„BESS Security Token OFFER“ BES-STO

Up to 1300 million Ethereum based – „BES“ (BESS-Coin)

First tranche 01. April 2018 - 28. February 2022

Electricity production with BESS Power Plant

The wind power is after the solar power the energy source at the BESS storage power plants significantly increase energy efficiency.

The reasonable use of energy resources on the generation side and energy efficiency on the consumption sides are the most Urgent challenges of the present.



Solar electricity production together with the BESS storage power plant, to compensate power fluctuations, requires no mechanically moving parts, and the complete reprocessing is sustainable business practice. The energy efficiency of wind power, with less mechanical parts, and in particular solar energy, can be increased substantially by using the BESS

Foreword

The purpose of the Security Token Offer (STO) is to reduce CO2 emissions through innovative solutions. The disruptive high-performance technology, BESS Kraftwerk™ (Power plant), integrates renewable energy sources (EEQ), thus promoting the electro mobility and decentralization of the power supply (Microgrid), helping to avoid transmission losses and stabilize distribution grids. BESS power plants are independent of subsidies.

The collected BES will be invested in BESS power plants in Europe, which are planned and approved, nearing completion or in production. Depending on the location and supply, solar power plants can also be invested to a lesser extent.

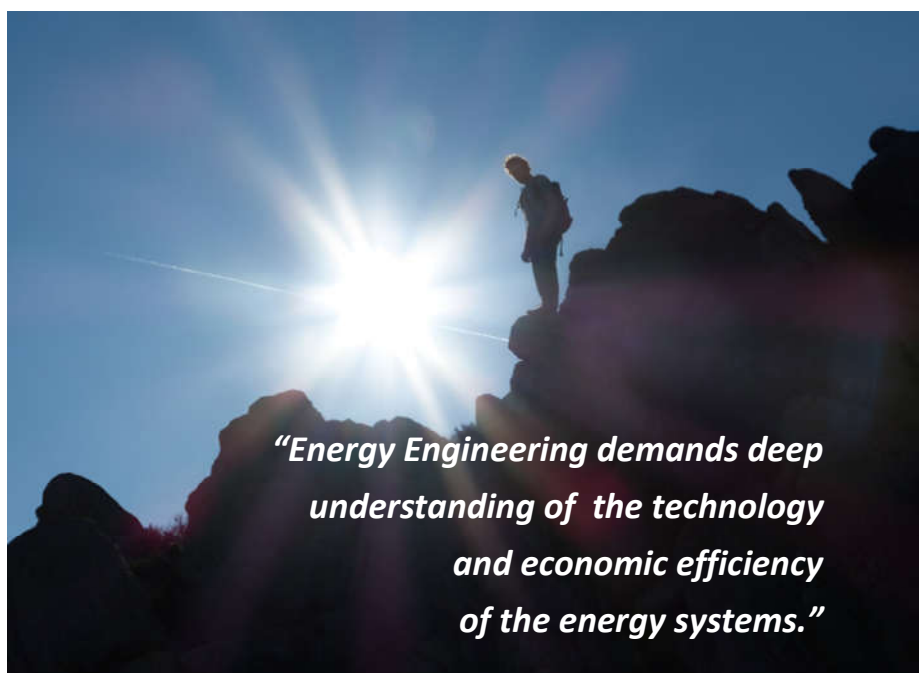
BESS Coin will be underpinned with physical BESS power plants, and to a lesser extent with its own solar power plants or other Renewable Energy Sources RES.

Preliminary Note

“Independence means the freedom of being able to use the best components”.

Quality, continuous innovation, high precision and many years of experience

*Bioenergon was established in May 2008 with the participation of engineers, technicians, lawyers and business people to make the best use of the existing profound knowledge of electrical engineering, materials, chemical Engineering and judiciary to increase the renewable energies. In 2010 the activities of Bioenergon were pooled in a company with the name **BioEnergon Green Energy**.*



“Energy Engineering demands deep understanding of the technology and economic efficiency of the energy systems.”

BioEnergon Green Energy Ltd on Stocks, is a limited liability company incorporated under British law, located in Birchin Court, 20 Birchin Lane, London EC3V 9DJ, hereinafter the **"Project Engineer"**, intends to use a new Ethereum based STO (Security Token Offer) under the name Offer **"BES"** with up to 1300 million units for trading and a limited "Offer Period" starting at 12:00 CET on 1 April 2018 and ending at 12:00 CET on **28 February 2022**, referred to as the "Security Token Offer" or STO-Offer but also BESS-Coin, or BES.

Offer **"BESS Coin"** – „Security Token Offer“, (STO/Token or **"BES"**)

BES are ERC20- STOs based on the Ethereum platform and serving as vouchers to be redeemed with the „Project Engineer“ in exchange for the construction and use of “BESS power Plants (hardware) which are created in those in Europe, preferably Germany, can be redeemed.

This “ Security Token Offer” is governed by British law and is subject to the terms and conditions set out in this document (the "STO Offer Document") and the STO Exchange Agreement attached hereto as Schedule A.

This STO Offer Document has been drafted in accordance with the requirements set out in Directive 2011/83/EU of the European Parliament

It is recommended that you read this Coin Offer Document carefully, before deciding to participate in this „Security Token Offer“.

ERC20 are “digital content” in the sense of the European Consumer Rights Directive.

ERC20s qualify as immaterial and movable assets and are subject to property rights under Britain and European law.

If you decide to participate in this Security Token Offer, you will obtain legal competence under Austrian law over the amount of ERC20s delivered to you.

ERC20 are not securities and do not carry with them any rights as may be commonly associated with securities. Consequently, this document is not a capital market prospectus and the Britain capital market regulation does not apply to this “Security Token Offer”.

The Britain law does not require the prior approval of this “Security Token Offer” by any government agency and this Security Token Offer Document has not been filed with or approved by any government authority.

Any person considering to participate in this ST-Offer is required by the „Project Engineer“ to inform themselves about, and to observe, any restrictions imposed upon them by any jurisdiction other than the laws of Great Britain.

The “Project Engineer” intends to have BES listed on a number of virtual wallets.

Due to the combination of ERC20 transactions and their power consumption described in this STO document, the „Project Engineer“ endeavours to increase the market value of ERC20 over time. However, it cannot be guaranteed to increase ERC20 market value should current rules and standards change.

If you decide to participate in this Security Token Offer as a form of investment, the „Project Engineer“ expressly warns you that an investment in ERC20 carries a high degree of risk. For a description of risks associated, see the chapter "RISC FACTORS" beginning on page 27.

The „Project Engineer“ assumes the sole responsibility for the information provided in this Coin Offer Document and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Coin Offer Document is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

This “Coin Offer Document” may only be published for the offer named here.

In particular, it may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction where such an offer is not permitted.

This Coin Offer Document will be published in electronic form under www.bess-coin-mining.com and will be available until the end of the Offer Period.

London, 14 March 2018

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1. Definitions

Aggregate Exchange Proceeds:	Total amount of all ETH Exchange Amounts transferred to the Collection Address from verified Participants in the Offer Period
BNT	Bancor Protocol is a standard for a new generation of crypto currencies called Smart Tokens.
BES	BES are "ERC20 STO", which are based on the Ethereum Platform and serve as vouchers for the creation of BESS power plants.
BESS Coin	BES Coin Stable is the new crypto currency backed by BESS and EEQ power plants.
BESS	Battery Energy Storage System
BESS Power Plant	An automated battery storage System for power generation, grid stabilization, Frequency - voltage maintenance, apparent reactive power compensation, provision of SRL - MRL - PRL control energy, included Integration of renewable energy sources RES.
Collection Address	An address on the Ethereum blockchain where all ETH Exchange Amounts transferred by all Participants are collected.
Control Reserve	is called control energy or balancing power, balances out fluctuations in the power grid as a reserve.
Control Reserve Market	a trading platform to balance positive and negative energy for maintain the 50 Hertz frequency
DAG:	DAG stands for Directed Acyclic Graph. In Ethereum, a DAG is created every epoch using a version of the Dagger-Hashimoto Algorithm combining Vitalik Buterin's Dagger algorithm and Thaddeus Dryja's Hashimoto algorithm.
ERC20	The ERC-20 standard in Ethereum is the basis for tokens released through Security Token deals (STOs).
ETH Address	Identifier of alphanumeric characters that represents a possible destination on the Ethereum Blockchain.
ETH	Exchange Amount Amount of Ether or fraction thereof to be transferred by a Participant to the Collection Address in order to make a binding Exchange Offer.
ETH STO Value	Fraction of Ether to be transferred in exchange for a single BES ;

ETH STO Value	<p>Fraction of Ether to be transferred in exchange for a single BS H20 changes in the Offer Period.</p> <p>The decisive value is the 24 hour ETH exchange rate until the first tranche of € 650 million after a total of 24 Months is reached *</p>
Ether	The virtual currency used in connection with the Ethereum platform.
Ethereum	Open-source, public and blockchain based distributed computing platform featuring smart contract functionality (scripting), which facilitates online contractual agreements.
Exchange Offer	Legally binding offer from a Participant, to exchange Ether for BES STO by transferring the ETH Exchange Amount of Ether stated in the Project Engineer's "STO Offer Invitation" to the Collection Address.
Exchange Request	Legally non-binding request made by a Participant to be provided with an Offer Invitation regarding a certain number of BES.
Exchange Request Form	Template for an Exchange Request as attached to this Token Offer
STO	"Security Token Offering", the exchange of up to 1300 million units of the new Ethereum-based Token named 'BES' for Ether during the Offer Period as described in this Token Offer Document.
STO Smart contract	Smart contract on the Ethereum platform as described in this STO Offer Document that is managing the Security Token Offering process.
KW	Kilowatt power plant capacity
kWh	KWh kilowatt work hour
MH/s	Megahash per second, i.e., one million hashes per second calculated by a certain mining hardware.
MH/w	Megahash per watt of electricity consumed, i.e., one million hashes calculated by using one watt of electricity.
Private Key	Alphanumeric value that is required to sign a transfer of Ether from one ETH Address to another ETH Address
USV	Uninterruptible power source

2. Hints

This Coin Offer Document has been prepared to present information on the Security Token Offer, the „Project-Engineer“ and the ERC20.

If you make a decision to participate in this Security Token Offer and to exchange Ether for ERC20, you should base his decision on an assessment of the „Project-Engineer“ and the ERC20 as described in this „Token Offer Document“, including the associated risks, as well as the conditions of the „Security Token Offer“ and the use of ERC20.

If necessary, you must assess your intentions with your advisors as to whether participation in your „Security Token Offer“ is suitable for you, taking into account your personal income situation and financial situation.

The legal provisions, policies, comparisons, legal forms, contractual relationships or other information contained in this „Security Token Offer Document“ are not legal or tax advice and cannot be construed as such.

It is recommended that you consult with your own legal, tax, financial, financial and other advisors regarding participation in this „Security Token Offer“ (STO).

3. Changes Bess Coin Offer

The information contained in this "Coin Offer Document" is correct at the time of publication.

New, significant facts, errors, or inaccuracies in the information contained in this Coin Offer Document may affect the judgment of the „Project-Engineer“ or the ERC20.

These are published online by the „Project-Engineer“ between the BESS-Coin Offer Date or the Token Offer Document and the end of the Offer Period at www.bess-coin-mining.com.

In addition, the „Project-Engineer“ reserves the right to update and modify this Coin Offer Document at any time before the Offer Start Date.

No amendments will be made in the Offer Period. If you decide to participate in this Security Token Offer, you will be required to declare to have read and understood the „Token Offer Document“ in the form valid at the time of the Offer Start Date.

The „Project-Engineer“ assumes no responsibility for changes to this "Coin Offer Document" prior to the start date, to keep the participant up to date.

The participant undertakes to have carefully read the version valid in the offer period.

4. Right of withdrawal

The "Project Engineer" expressly points out that there is no legal or contractual right of withdrawal with respect to an Exchange Offer as defined herein.

Articles 9 to 15 of the Consumer Rights Directive on distance and off-premises sales provide for the right of a consumer to withdraw from a distance or off-premises contract.

The supply of digital content in the sense of the EU Directive which is not supplied on a tangible medium and prior express consent and acknowledgment must be made, that the right of withdrawal is lost when making an Exchange Offer.

This "Security Token Offer", however, is exempted from this right of withdrawal since it concerns the supply of goods (ERC20) for which the price is dependent on fluctuations in the financial market which cannot be controlled by the „Project-Engineer“ and which may occur within the withdrawal period.

As soon as the Exchange Offer has been made, the „Project-Engineer“ will provide the Participant (as defined herein) with an email confirmation relating to such prior express consent and acknowledgment as well as to the legally binding Exchange Offer.

5. Privacy Notice

Besides the exact amount of ERC20s, certain personal data may have to be provided in order to validly submit an Exchange Request (as defined herein) to the „Project-Engineer“.

These personal data may comprise your full name and address, date of birth, telephone number, and email address.

Such collected data solely serve the purpose of processing the Exchange Request as well as executing the Coin Exchange Agreement.

Moreover, such data are gathered to fulfil relevant legal requirements.

Personal information will in no event be communicated or released to third parties and is to be deleted by the „Project-Engineer“ after one year after the last day of the Offer Period.

As the Exchange Request is submitted only on demand of a Participant, the voluntary provision of your data is considered an explicit approval of the subsequent processing of such data.

As the Exchange Request is submitted only on demand of a Participant, the voluntary provision of your data is considered an explicit approval of the subsequent processing of such data.

6. Forward-Looking Statements

This “Coin Offer Document” contains certain forward-looking statements that does not relate to historical fact sand events.

The forward-looking statements are based on analyses or forecasts of future results.

Forward-looking statements in this “Security Token Offer” Document are based on current estimates and assumptions that the „Project-Engineer“ makes to the best of its present knowledge.

Such forward-looking statements are subject to risks, uncertainties and other factors which could cause actual developments to differ materially from and be worse than expected or assumed or described in these forward-looking statements.

Accordingly, any persons interested in participating in this “Security Token Offer” is strongly advised to read t hechapter "RISK FACTORS" beginning on page 26.

This chapter provides more detailed descriptions of factors that could negatively impact the ERC20s.

Given these risks, uncertainties and assumptions, future events that are not described in this Coin Offer document may occur.

In addition, the „Project-Engineer“ does not assume any obligation, except as required by Austrian statutory law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

7. Exchange Restrictions

This “Security Token Offer” (STO) may only be used in countries and territories where the use of the Security Token Offer as described herein is not prohibited by law (the "Target Markets").

This “STO” Document does not constitute an offer of exchange in any country or region in which its publication, disclosure, presentation or communication in any way would be illegal in relation to its content.

The “Project Engineer” does not inform about individual announced prohibitions or restrictions in some countries.

Any interested party participating in this Security Token Offer is required to obtain prior notice of any prohibitions and restrictions in the countries listed below and to comply with them.

Prohibitions and restrictions.

Prohibitions

In **Bangladesh**, the use of virtual currencies could have criminal consequences according to the Money Laundering Act.

The **Bolivian** Central Bank has officially banned the use of virtual currencies.

China and South Korea have banned the "Security Token Offer".

In **Ecuador**, virtual currencies are prohibited.

Restrictions

In **Canada**, securities law may be applied to virtual currencies and Security Token Offer.

In **Germany**, according to the Federal Financial Services Agency, authorizations may be required for the exchange of virtual currencies. Illicit Trafficking with STOs is punishable.

Japan has passed a law regulating blockchain based virtual currencies. Stock exchanges must apply for licenses such as banks. These provisions also affect service providers outside of Japan.

In the **Kyrgyz Republic**, virtual currencies violate the law when used as a means of payment.

In **Lithuania**, the Bank of Lithuania has banned financial institutions from engaging in services and investments related to virtual currencies. Furthermore, Offers of coins or STOs will require the issuer to provide a prospectus similar to the law on securities.

In **South Korea**, the Korea Financial Services Commission has limited Security Token Offer and has announced penalties for financial institutions and third parties involved in such offers.

In **Switzerland**, the Swiss Financial Market Supervisory Authority announced, that it would investigate the Security Token Offers in order to examine non compliance with Swiss law.

In the **United States of America**, the US Securities and Exchange Commission announced that U.S. federal securities law may apply to the Offer and sale of digital STOs.

Exchange requests, offers, or exchange offers, as defined here, may not be executed with this STO offer in some countries.

For example, this STO Offer Document with the required information may not be distributed or published in any jurisdictions where there are compelling circumstances to comply with applicable laws and regulations relating to Virtual Currency and the related Security Token Offer.

Any violation of these restrictions may violate laws and regulations that apply in a country other than that of the target markets. Neither the „Project Engineer“ nor any other person involved in this Security Token Offer will be liable for any breach of these restrictions.

By accepting the "Security Token Offer" document or information in relation to the Security Token Offer and / or by submitting an Exchange Request or Exchange Offer, it is assumed, that the participant has agreed to the "Security Token Offer" document.

The „Project Engineer“ hasn't taken any steps to authorize the Security Token Offer in countries where formalities are required for this purpose.

8. Basic Information

BioEnergon Green Energy Ltd by shares, is a limited liability company pursuant to Great Britain laws, having its registered seat at Birchin Court, 20 Birchin Lane, London EC3V 9DJ (the „**Project-Engineer**“)

The „Project Engineer“ has developed the **ERC20 -STO** as described in this Coin Offer Document.

Telephone numbers to contact the „Project Engineer“ will be displayed on the Offer

Website: www.bess-coin-mining.com

E-Mail: bess@bess-coin-mining.com

9. The „Project Engineer“

BioEnergon Green Energy, the “Project Engineer”, constructs and sells "**large-scale renewable energy plants**" to private or institutional investors.

Quality means BioEnergon Green Energy, select prime locations that are equipped with perfectly planned systems to ensure high reliability and the chance of above-average returns in the result.

In addition, patents secure the unique selling point.

This competence, the highest quality and the know-how ensure the stability of the BESS COIN, backed by reliable profits from power generation.

The Investment Objects: BESS Kraftwerk™ (Power Plant)

The investment objects are 400MW/520MWH + 500 pieces BESS Kraftwerk™ with a power of each 1300 kWh on the parking lots of a large supermarket chain in Germany, as well as locations of medium-sized companies and network hubs with 20 – 110 kVA.

The locations are free of rent, lease or other costs.

International Manufacturers and component suppliers provide a comprehensive performance guarantee for the technical equipment over 10 years with an extension at each another 5 years.

Under the warranty the manufacturer to ensure a technical availability of 97 percent for the inverters and batteries for a period of 10 years.

For each site, **all-in-one Insurance** will be taken out by BESS Kraftwerk™ with an **International Industrial Insurer**.

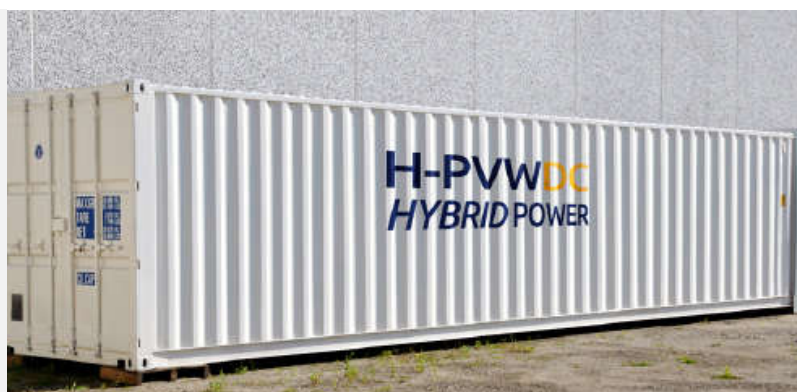
10. Technology

BESS Kraftwerke™

BESS Kraftwerk™ is an operational, flexible and modularly expandable battery storage power plant for grid parallel or island operation with integration of Renewable Energy Sources (RES).

BESS Kraftwerk™ - Technic-Container 40'

- welded steel construction of hollow and rolled sections acc. DIN 18800
- Double floor system for receiving electrical switchgear
- Substructure: corrosion protected, height adjustable, bolted steel construction
- Profile screw connections with the support heads in accordance with VDE 100 guideline
- Lining of floor, roof, walls according to fire protection regulations DIN 4102



BESS power plants are grid-friendly for participate in the “Reserve Power Market”.

<https://www.regelleistung.net/ext/static/market-information?lang=en>

The originally German Reserve Power Market with its associated countries France, Switzerland, Austria and the Netherlands will be extended from 2018 onwards from the Baltic to the Mediterranean and the Turkey.

BESS storage power plants serve not only to cushion peak demand in energy demand, but also to cushion the overfeed of EEQ electricity. With these characteristics, they make a significant contribution to frequency stabilization in the grids.

The use of price differentials between loading and unloading during peak periods and non-productive periods, avoiding grid expansion for peak loads and network efficiency revenues, such as frequency stabilization and voltage maintenance, enable exceptionally good economic operation without subsidies or subsidies.

The installation of a 50 MW BESS Storage Power Plant takes about 3 months.

11. Energy Market

The electricity prices for the mining are the main cost factor and are crucial for profit and loss.

BESS power plants are not only the safest and cheapest energy supply, but are already equipped with the **Blockchain Technology**.

Climate change is progressing faster than forecast. The exit from fossil energy sources to renewable energy sources (EEQ) has been decided by the Paris Agreement.

Germany will get out of nuclear energy by 2022.

The German electricity market is subject to constant change.

While the market was dominated by monopolists until the late 1990s, today it is closely linked to the energy markets of neighbouring countries.

EU-LEX “Clean Energy for all Europeans” in force from 2020

This increases the share of "renewable energies" in power generation - currently EEQs cover around 30 percent of their consumption and will need to increase more strongly in the next few years to meet the climate targets. **EU – Lex until 2030 40% RES (Renewable Energy Sources)**

Sun and wind will replace the fossil electricity carriers, on days without sun and wind supply must be replaced by a new energy system.

For this purpose, the German Federal Government has developed the "Market for Electricity 2.0", a market design that aims to ensure a secure, cost-effective and environmentally compatible supply of electricity from Renewable Energies Source (RES).

The future electricity market from renewable energy sources (EEQ) needs flexibility. BESS power stations Flexible producers, flexible consumers and will shape the future electricity market.

This flexibility is achieved through decentralization, which in turn is achieved through the disruptive high-performance technology of BESS power plants with integrated Blockchain Technology.

The two decentralization high technologies BESS Power Plant and Blockchain bundled will revolutionize the European energy market.

The Standard Reserve Power Market will be extended to the whole of Europe, including Turkey.

12. BESS Coin Mining

Creating the virtual currency "BESS COIN" at the time of this STO offering on the Ethereum platform is highly profitable over the next 10 years, not least due to the disruptive high-performance technology of BESS power plants with integrated Blockchain Technology.

Each BESS-COIN is underpinned by every kilowatt of electricity generated by the BESS power plants and their physical value. BESS power stations work 8760 hours a year.

13. Ethereum – Ether Outlook

Ethereum Allianz over 500 Members including companies like: Microsoft, AMD, BP, Cerdit Suisse, Deloitte, Emitates NBD, EST Capita, IBC, Intel, JP Morgan, Mastercard, Pfizer, Santander, Shell, Samsung ect. to name a few.

BESS power plants use the Ether security application "Smart Contracts".

Smart Contracts are securely deposited on the Ethereum platform like a notary's office!

Ether Needs

BESS power plants fulfil the demand for ether once through the functionality "Currency" / "Blockchain" and on the other hand as "Investment Objects", which retain their values over the long term, more than 20 years.

These two functionalities, combined in BESS power plants, will boost the demand for Ether more than ever, so that in the foreseeable future, Ether will overtake the Bitcoin.

The new coalition called "**Enterprise Ethereum Alliance (EEA)**" has emerged, with the express purpose of promoting the growth of the ether.

The Enterprise Ethereum Alliance consists of more than 86 companies, including JP Morgan and Microsoft. The advocacy of ethers by such strong companies demonstrates the potential of this technology.

Problems Blockchain

The well-known problems with the current Blockchain Technology (fork problem) are solved by the scalable high-performance technology of the BESS power plants.

The costs of electricity production are between 1.5 € / Ct and 5 € / Ct kWh.

The scaling goes hand in hand with the growing number of users, the transactions and the laying of ledgers.

Dissemination BESS power plant

The widespread use of BESS power plants with cost for electricity production between 1.5 € / Ct and 5 € / Ct kWh, solves the fork problem.

The use of BESS power plants at network junctions stabilizes the grids and replaces the cost-intensive grid expansion necessary to accommodate the EEQ.

The distribution system operators are therefore friendly to the use of BESS power plants.

The utilities, most of them with the distribution network operators under one roof, have fewer risks when purchasing electricity because the automated BESS power plants take over the load management.

Companies like supermarkets are interested in an uninterrupted power supply and saving energy costs and welcome the use of BESS power plants.

This nationwide deployment, over 2,000 BESS power plants in Germany alone with integrated Blockchain Technology, decentralises power supply and distribution.

The expansion of the BESS power plants will take place step by step in all 38 European countries.

Projects in the Sahel region for the electrification of rural and urban regions with photovoltaic and BESS power plants, additionally equipped with long-term storage, provide the inhabitants with affordable electricity costs, because the sun produces energy here more than 3800 hours a year.

The excess energy is used for BESS-COIN mining.

The use of the BESS-COIN should be made available to the inhabitants.

1000 Solar-BESS power plants are planned, and work will commence in April 2018.

BESS power plants and solar farms are scalable.

Electricity is the key to the economic development of Africa!

14. BESS STO

The BESS STO

BESS are Ethereum-based **ERC20 Tokens** that serve as vouchers that can be redeemed with the "Project Engineer" in exchange for the production and deployment of BESS power plants.

The "Project Engineer" intends to use the ethers provided in this "Security Token Offer" for the construction with gridconnection of BESS power plants with Blockchain technology.

This means that the BESS can't be used immediately after the "Security Token Offer", but gradually with commissioning of the individual BESS power plants. **(BESS Facilities)**

Upon completion of the "BESS Facilities", the „Project-Engineer“ will accept the BESS Token as vouchers from the STO Holders to use the services as power generation, Blockchain, BESS Coin Mining from these facilities.

An ERC20-Token is exchanged for the operation of the **BESS Facilities** against 1 kW BESS power plant, the value 1 KW BESS power plant output is **EUR 1,600**.

The choice to exchange the BESS for electricity rather than a particular hash rate was made deliberately.

An exchange against hash rates seems obvious, as the "Mining" of crypto currencies is mainly based on graphics cards with a specific hash rates, which, however, have little value in a few months.

Looking at the past performance of various "Mine Operations", it turns out that, due to an increase of the Mining inconvenience over time, hash rates in this area represented an economic disadvantage for the participants.

The **BESS** are replaceable in Ether after the first year of commissioning.

It is intended to create 100 MW BESS power plant output in the first year. This corresponds to 1,000,000 kW of power.

The annual installation capacity is expected to grow more than 50% annually in the first 5 years.

The „Project Engineer“ will constantly replace parts of the mining hardware with new technologies to steadily improve the ratio of power and consumption at higher Hash-rates per second.

15. Sites BESS power plants

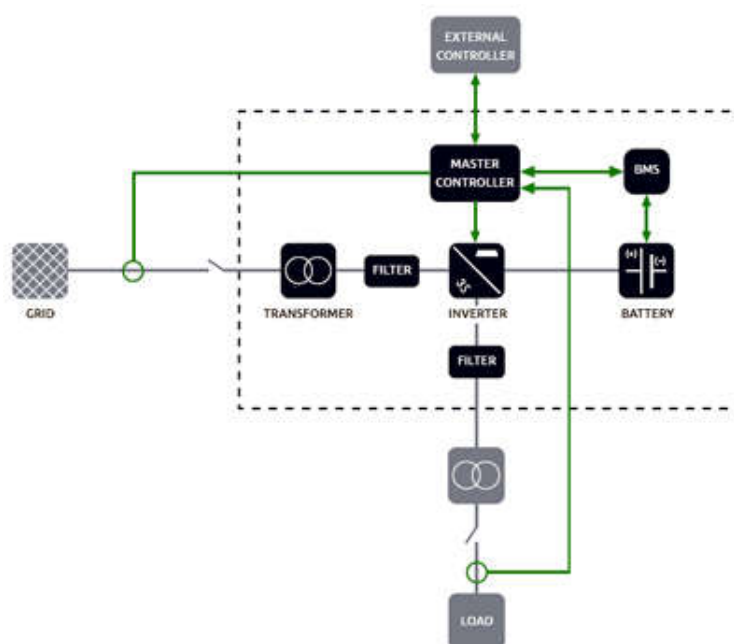
Preferably Grid Substations

- For **Control Reserve Power**

are automated battery energy storage systems - for electricity generation, stabilization of networks, provision of Control Reserve Energy (neg. pos SRL - MRL), as well as automated integration of renewable energy sources (RES).

High performance technology for
for Control Reserve Market
(www.regelleistung.net)

- maintaining system security
- active voltage support
- Power - Frequency control
- reactive power
- Reduction of losses during load peaks and reaction times in milliseconds



- For **Shopping malls**

High performance technology for companies plus control power

- Optimized electricity purchase
- Flicker compensation (harmonic, reactive power)
- avoidance of overdraft
- Clean power for sensitive electronic devices
- extend the life of equipment and Industrial plants
- 75% saving electricity costs

BESS power plants - 75% electricity savings

And especially for supermarkets

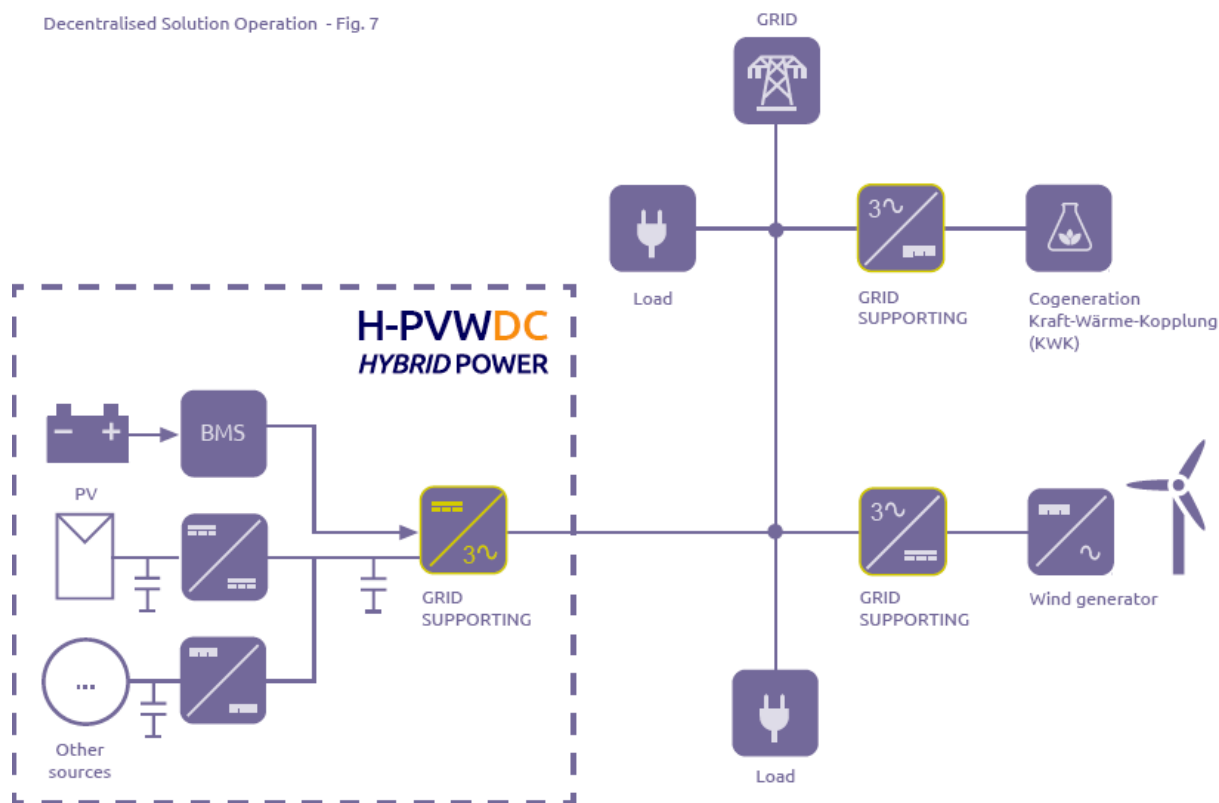
- low loads result in high balancing power yields and therefore short amortization periods
- the e-mobility will start soon and with the existing technical unit "BESS power plant" the fast charging of e-vehicles is possible in a few minutes.
- Low risk low, BESS power plants in containers are mobile and can be implemented at any time (e.g. in bankruptcy)
- Continuous power supply

Decentralization - BESS H-PVW Microgrid

For

- Energy Cooperatives - City power plants
- Project Rural Electrification of Africa

Decentralised Solution Operation - Fig. 7



By definition, the Microgrid is a small one RES Generation System consisting of one or more Decentralized Generating Units (SDCs) which can be operated independently of the public power supply system.

The micro-grid dynamics are controlled by its own generation units. The micro-grid generation units must control the system voltage and frequency and must balance the power demand and the supply.

Microgrids work in 2 modalities, continuously separated from the public power supply system or island operation.

BESS H-PVW can be configured to switch between "Island Operating States" and "Non-island Operating States", depending on the state of the main grid

In Zinder a Region in Niger will be built the first BESS H-PVW Microgrids, which will provide the region with 340,000 inhabitants with affordable EEQ electricity.

Affordable electricity is essential to the economic development of Africa. The average daily power production, from a solar power plant created by the supplier with a capacity of 1000 kWp, is **4580 kWh**. The costs for 1 kWh solar electricity amount to € 0.218 / cent. The provider strives to provide the inhabitants with a small surcharge with solar power.

In order to operate the BES / BESS Coin Mining activities, unused power reserves from the BESS power plants are procured in all of the aforementioned applications.

16. THE EXCHANGE PROCESS

In total, a fixed amount of BES **€ 1300 million** (the "total STO amount") will be invested by the "Project Engineer" on the creation date of the STO.

The "Project Engineer" intends in a first tranche to swap up to 650 million BES (or 50 percent of the total STO amount) and has decided to introduce a staggered exchange system.

This means that the portion of the ether transferred in exchange for a single BES ("ETHICO value") in this "Security Token Offer" depends on when the exchange offer is made by a participant.

In the start period from 1 April 2018 00:00 CET to 28 February 2022 24:00 CET, the ETH-STO value will increase ethers in each subsequent month (STO month).

Monthly periods start at 12:00 am CET on the 1st of April, and end at 12:00 pm CET on the 28th of February 2022.

In the first period, the **ETH-STO Value** is given as **0.0010** ethers (52 weeks deep);

The ETH-STO value is used to calculate the ETH exchange rate that a participant must transfer to the debt collection address in order to make a legally binding exchange offer.

On 1 March 2019, the ETH will have increased slightly; the exchange rate will then be adjusted to the ether price but always in the ratio 1 BES = 1 EUR

The remaining 650 million BESs (or 50 percent of the Total STO Amount) will remain with the „Project-Engineer“.

The same is true for any part of the 650 million BES offered for exchange, that were not exchanged for Ether in this "Security Token Offer".

All BES held by the „Project-Engineer“ may be exchanged against other virtual currencies or sold for Euro or any other fiat currency at a later point in time.

Depending on the expansion of BESS power plants, the "Project Engineer" reserves the right to exchange further BES in the future at a rate of 25% to 75% at any marketable price.

There is no minimum amount of BES for which an exchange offer must be made, so there is no maximum number of BESs for which an exchange offer is made by a single participant.

The „Project Engineer“ however reserves the right not to accept an Exchange Offer made.

Exchange of BES for Ether

In the course of this "Security Token Offer" the "Project-Engineer" will exchange a number of BES for Ether.

Both BES and Ether are intangible and tangible assets for the use of hardware, the "BESS Power Plant" stations operating in Germany or other states.

The exchange of BESs against Ether in this "Security Token" is facilitated by entering into the STO Exchange Agreement as attached to this "Security Token Offer" Document as "Schedule A – STO Exchange Agreement".

The STO Exchange Agreement is a barter agreement in the sense of the Great Britain Consumer Rights "Act 2015 "Chapter 15.

It is concluded between the „Project Engineer“, as the party exchanging BESs for Ether and as the Participant in the "Security Token Offer" exchanging Ether for BES.

Only Ether will be accepted in exchange for BES s.

No other virtual currency may be traded in for **BES**.

Also, BES cannot be purchased from the "Project Engineer", therefore the „Project Engineer“ does not accept any form of fiat currency as purchase price for BES.

If you would like to participate in this "Security Token Offer" you are required to make sure to convert any other virtual currency or Fiat currency into Ether before being able to make an Exchange Offer.

Also, you are required to make sure, to know the correct ETH Address you are going to send Ether from, as otherwise the exchange process will not work.

Conclusion of the STO Exchange Agreement

To participate in the "Security Token Offer", a person interested in obtaining BES must first submit an Exchange Request to the "Project Engineer".

"Exchange Request" is a legally non-binding request from a person indicating

- (i) their general intent to obtain a certain amount of BES and
- (ii) the wish to be provided with an Exchange Offer from the „Project-Engineer“ (as described below) .

Send the "**Exchange Request**" to the "Project Engineer"

- (a) by using the online form provided by the „Project-Engineer“ available on the Offer Website under www.bess-coin-mining.com;

or

- (b) by filling in the Exchange Request Form attached to this STO Offer Document as Schedule B, and submitting this form electronically or via Post to the „Project Engineer“.

In the Exchange Request, the person interested in obtaining BES states, among other things, the exact amount of BES s he or she wishes to obtain as well as some personal information and contact details (for details see the Offer Website or the Exchange Request Form in Schedule B;

Nach Einreichen einer Exchange-Anfrage wird der "Project Engineer " die Person registrieren.

All Exchange requests must be submitted to the "Project Engineer" during the period from the beginning of the Offer April 01, 2018, 12:00 CET and the end of the Offer, February 28, 2022, 12:00 CET (the "Offer Period")

The "Project-Engineer" reserves the right to extend or shorten the offer period if the demand for the BES requires such an approach.

If the volume of 650 million BES has been reached before the end of the first tranche, the first offer period is completed.

The registered persons can participate in the second tranche without further registration.

After the „Project Engineer“ has received a legally non-binding Exchange Request, it submits to the registered Participant an (also legally non-binding) invitation to make a legally binding offer to exchange Ether for BES to the Project-Engineer (the "Offer Invitation").

The Offer Invitation contains the following information:

- (a) The BES Exchange Amount, i.e., the amount of BES the registered Participant has stated in its legally non-binding Exchange Request;
- (b) The ETH Exchange Amount, i.e., the amount of Ether or fraction thereof to be transferred to the Collection Address at that time in order to make an Exchange Offer.

After receiving an Offer Invitation, the registered Participant is invited to make a legally binding offer to exchange Ether for BESs by transferring the ETH Exchange Amount of Ether stated in the Offer Invitation to the Collection Address (the "Exchange Offer").

Since the „Project-Engineer“ employs a staggered exchange scheme, an Offer Invitation is only valid as a basis for an Exchange Offer that was made in the same STO Month.

If an Exchange Offer is made after the end of the period of one "STO Month" then the Exchange Offer is made on the basis of the ETH STO Value valid in the current STO Month, irrespective of the ETH Exchange Amount stated in the Offer Invitation.

Before the Participant can make such legally binding Exchange Offer to the „Project Engineer“, he or she must confirm his or her agreement with the terms of the STO Exchange Agreement in Schedule A, as well as some other statements, by providing the „Project-Engineer“ with the ETH Address the transfer of Ether will originate from.

If the Participant is using the online form provided by the „Project-Engineer“ on the Offer Website under www.bess-coin-mining.com, then this is made by entering the ETH Address into a specific field before the Exchange Offer has been made by the Participant.

By transferring the ETH conversion amount to the collective address, the registered participant submits a legally binding offer for exchange:

For example: 200 BES = 200 EUR

Ether for BES with the quantity BES specified in the request for quotation. The Participant bears the costs (gas) of the Ethereum Blockchain for the Exchange Offer.

An Exchange Offer can only be made by transferring Ether to the Collection Address and not by any other means.

The "Project Engineer" endeavours to decide quickly, whether an exchange offer is accepted, however, the "Project Engineer" reserves the right to make a decision within one working day.

If the Participant has sent a Request for Proposal by completing the Exchange Request Form attached to this STO Offer Document, "**Appendix B**", electronically or by mail to the "Project Engineer", the following steps will be taken:

(a) by stating the ETH Address directly in the Exchange Request Form

Or

(b) on the Offer Website under www.bess-coin-mining.com before the Exchange Offer was made.

After it has been confirmed that it is bound by the terms of the STO Interchange Agreement and that some additional information has been confirmed, the participant will be referred to as the "verified participant".

The Collection Address is managed by a smart contract on the Ethereum Blockchain (the "STO Smart Contract").

The "**STO Smart Contract**" also ensures that the total proceeds (i.e. all amounts received to the Collection Address) or parts thereof, will be forwarded to the "Project Engineer" only, if they have accepted the exchange offer by issuing BES transferred to the "verified subscriber", as described below.

If the „Project-Engineer“ does not accept an Exchange Offer or if the Ether were transferred to the “STO Smart Contract” from an ETH Address not associated with a verified Participant, then the “STO Smart Contract” will transfer back the ETH Exchange Amount to the ETH Address, whose the transfer of Ether originated from.

In such case, the „Project-Engineer“ is obligated to bear the costs of the Ethereum Blockchain for the transfer. The Participant will receive the exact amount of Ether it has transferred to the “Collection Address” when making the Exchange Offer.

The STO Smart Contract safeguards that the „Project Engineers” Delivery obligation is fulfilled.

The „Project-Engineer“ is under no legal obligation to accept any Exchange Offer made. If the „Project-Engineer“ accepts an Exchange Offer, it will deliver the BES to the Participant.

Delivery BES STOs:

As soon as the “Project Engineer” has accepted an exchange offer from a participant, he will deliver the BES as soon as the participant is verified and the following conditions are met:

- | | |
|--|---|
| <p>(a) The Participant has accepted his consent to the conditions of the STO Exchange Agreement by using the online form downloaded from the offer page of the “Project Engineer” www.bess-coin-mining.com</p> | <p>b) The Participant has made an Exchange Offer by transferring the ETH Exchange Amount to the Collection Address;</p> |
|--|---|

Delivery by the „Project-Engineer“ is made promptly after all conditions are fulfilled and the „Project-Engineer“ has accepted the Exchange Offer.

The delivery is made by transferring the BES conversion amount to the ETH address at which the verified participant has transferred the ETH exchange amount.

In order to be able to access the BES once delivered, the Participant must use an Ethereum wallet software that supports ERC20 STOs natively.

Use of proceeds

As of the date of this STO Offer Document, the exact amount of Ether obtained from Participants in the Security Token Offer (the "Total Exchange Amount") is uncertain and depends on

(a) the final amount of BESs exchanged for Ether in the Security Token Offer;

And

(b) when each Exchange Offer is made by a Participant since the ETH STO Value, i.e., the fraction of Ether to be transferred in exchange for a single BES changes over time from 0.0010 Ether in the first month of the STO to 0.0010 Ether in the second month, 0.0010 Ether in the third month and 0.0010 Ether in the final month of the STO.

If all 650 million BES are exchanged in the first Year of the Security Token Offer, i.e., in the period starting on 1 April 2018 (12:00 CET) and ending on 28 February 2022 (24:00 CET), then the Total Exchange Amount would equal 650,000 Ether.

The „Project-Engineer“ intends to use the total exchange amount primarily for the creation of new BESS hardware (95 percent of the total conversion amount).

Additional operating expenses, approximately 5 percent of the total conversion fee, are costs for this Security Token Offer, such as marketing and legal, tax, and software development fees.

The majority of the “Project-Engineer's” expenses are payable in Fiat currencies such as EUR or USD.

The exact amount of ether consumed therefore depends not only on the amount of ether obtained in this Security Token Offer, but also on EU-R / ETH or other "Fiat" currencies.

The figures shown above are therefore only an estimate and may be lower or higher.

Also because of these reasons, the „Project-Engineer“ is under no legal obligation to use the proceeds exactly as described before.

17. Rights of the participant

BES are not securities and have no rights, as is usually the case with securities. In particular, BES do not grant any rights with respect to corporate decision-making. In addition, BES owners are not entitled to any dividends or other payments to the Project Engineer. BES serve only as vouchers, which can be redeemed with the "Project Engineer" in exchange for the use of mining hardware with BESS power plants in and outside Europe.

The rights of the participant in this "Initial Coin Offer" offer are limited to legal and contractual rights, in particular to warranty rights acc. EU Directive 1999/44 / EC and Directive 2011/83 / EU Consumer Protection.

If the Participant is not a consumer within the meaning of the EU Consumer Protection Directive, the warranty rights are limited to the Ether-BES Exchange Agreement, as stated in the Annex A assurances and warranties. Warranty rights under the STO Exchange Agreement may not be transferred to third parties.

The following overview only concerns the warranty rights in relation to this Security Token offer.

The "Project Engineer" guarantees for all material and legal defects that the BES might have. A material defect occurs in case, the BESs do not have the characteristics or functionality described in this STO Offer Document at the time of Delivery.

If the "Project Engineer" can't remedy a defect within a reasonable time, or if he does not replace a deficient BES, the participant may withdraw from the STO Exchange Agreement or request a reduction of the ETH Exchange Amount of exchanged ethers for BES. If there is only a minor deficiency, the participant can only claim the reduction of the ETH

Risk Factors

In the following, the most important risk factors considered relevant by the "Project Engineer" in connection with the exchange of Ethers for BES are shown.

If the following risks materialize, the market value of BES could be negatively impacted, causing a participant to lose all or part of their investment. Potential entrants should carefully weigh the risks with their expert advisors before deciding whether or not they qualify for the Security Token Offer.

The "Project Engineer" is not liable for any loss of Participants in connection with incorrect or insufficient advice or advice from third parties.

Only freely available capital should be used for a participation in this "Security Token Offer" as a total loss cannot be excluded.

BES do not contain any rights to the participant; in particular, there is no entitlement to dividend payments, principal payments or any related rights to business decisions.

The rights of participants are limited to the warranty or other legal rights; BES or BESS Coin holders who have not participated in this STO have no warranty rights to the „Project Engineer“ .

BES are not securities and do not carry with them any rights as may be commonly associated with securities. In particular, BES does not grant any rights in relation to business decisions. BES are not entitled to any capital, dividend or other payments to the Project Engineer.

The rights of participants are limited to warranty or other legal rights; BES or BESS Coin holders, who have not participated in this STO, have no warranty rights against the "ProjectEngineer".

BES's are not securities and do not contain any rights normally associated with securities. In particular, BES does not grant any rights in relation to business decisions. BES are not entitled to any capital, dividend or other payments to the Project Engineer.

The Participant's rights to the "Security TokenOffer" are limited to contractual rights based on the STO ExchangeAgreement.

Other rights are based on the conclusion of the STO barter agreement between the Project Engineer and the participant.

The BES will be listed on Virtual Exchanges.

Government restrictions on these exchanges could have a negative impact on the market value of BES for BES trading. However, as of the date of this STO Offer Document, the BES are not yet listed on a stock exchange.

If the BES trading on exchanges is legally restricted or the "Project Engineer" can't list the BES on a virtual exchange, BES could only be used as a voucher, which can be used by the "Project Engineer" as in the STO. Can be redeemed: *"Participation in profits from BESS power plants"*

Virtual Exchanges are usually not controlled by the state.

The "Project Engineer" intends to have BES listed on several virtual wallets. However, the market for BES could not develop as planned, supply and demand for BES could be limited. The economic and technical development of virtual currencies and STO is unpredictable. Historical developments are not a sufficient indicator for forecasts. These risks could have a negative impact on the market value of BES. Virtual currencies and STOs are very volatile and the market value of an issued virtual currency or an STO can fluctuate widely. Such fluctuations can also be felt in relation to the BES.

The BES was developed by the "Project Engineer" without the involvement of a bank. The delivery of BES is limited and not supervised by an authority, is not tied to a traditional currency, market value or price stability are uncertain.

This uncertainty should be taken into account if you choose to participate in this Security Token offer.

The "Project Engineer" exchanges 25 percent of the total supply of BES for Ether in this STO offer. 75 percent of the total offer remains with the "Project Engineer" for the construction of BESS power plants.

Should the "Project Engineer" decide to trade large parts of its own BES portfolio, this could have a significant negative impact on the market value of the BES.

In total, a fixed sum of 650 million BES (Total STO Amount) will be invested by the "Project Engineer" on the creation date of the STO.

The "Project Engineer" intends only to exchange 650 million BES (or 50 percent of the total STO amount) in the first installment STO bid for Ether.

The remaining 650 million BES (or 50 percent of the Total STO Amount) remain with the Project Engineer and can be exchanged for other virtual currencies or later sold, after commissioning of the BESS power plants, at a marketable price for Euro or another Fiat currency.

Should the Project Engineer choose to offer large portions of its own BES shares after the first STO offer, this could have a negative impact on the market value of the BES.

The developer uses his own BESS Blockchain technology for the BES, a young technology. A potential hacking attack can't be ruled out. The attacks by these hackers could be hard to trace, and the individual STO holder's damage would probably have to be borne by himself.

As a rule, insurance companies do not offer these risks. In addition, it is unclear whether the exchange platforms meet the appropriate security standards required to defend against attacks. If problems arise in this connection, BES could be lost for the participant.

Non-binding government and regulatory statements can have a strong impact on the market value of STO, such as the BES.

BES are initially stored in the Ethereum Blockchain, which uses private keys to validate transactions.

If a subscriber or STO holder loses his private key, he may not be able to access BES on the Internet.

Outlook

Every single BESS power plant has its own Blockchain with redundancy, this is prescribed by the network operators and represents the highest level of security.

There is currently no better custody of virtual currencies such as BES Stable Coin.

However, BES are also stored in the Ethereum Blockchain which uses private keys to validate transactions. If the private key is lost, BES may not be accessible and there may not be compensation for damage.

BESS power plants operate 8760 hours a year, BES owners are involved depending on the share of electricity production. **Currently more than 40% profit is achieved**

If losses have been incurred through transactions, there will never be a total loss.

18. Chances

The Participation in the BES Token offer also offers economic opportunities. These are shown below.

Entrepreneurial participation

If economic framework data develops positively, the predicted results for the participant can be exceeded. This applies, for example, to higher returns on the standard power market or lower operating costs, as well as higher revenues from the **BES mining**.

As described here, the high-performance technology of the BESS power plants coupled with the Blockchain technology is a previously unique worldwide pairing, which promises extraordinary profits at low risk.

BESS power plants are urgently needed for the integration of renewable energy sources.

THE BESS Stable Coin

*The world's first
physical-grade
crypto-currency
that combines stability
with
sustainable growth*



Schedule A „Security Token Offer“ Agreement

„BESS* Kraftwerke™

*(Batterie Energie Speicher System)

„Security Token Offer“ STO

BESS STO will be underpinned with physical BESS Power Plants, and to a lesser extent with its own solar power plants or other EEQs.

Up to 650 million Ethereum based – „BES20“ (BESS-Coin)

First tranche 01. April 2018 - 28. February 2022

STO Exchange Agreement

This STO Interchange Agreement, hereinafter referred to as the "**Agreement**", is entered into between BioEnergon Green Energy Ltd on shares registered under number 07174519 at Companies House London, United Kingdom, located at 20 Birch Lane, London EC3V 9DJ, the "**Project Engineer**", and the Signer as a "**Participant**" on the "Security Token Offer"

“STO to exchange Ethers for BES”.

1. STO Exchange Agreement

In the Offer Period, the Participant shall submit to the Project Engineer an Exchange Request, specifying the exact **BES** Exchange Amount of **BES**. The Exchange Request is a legally non-binding general inquiry by the Participant.

The Project Engineer shall then submit to the Participant an Offer Invitation, specifying therein the ETH Exchange Amount of Ether in relation to the **BES** Exchange Amount of **BES** specified in the Exchange Request.

The Offer Invitation also is a legally non-binding invitation to make an offer.

The Participant accepts the Offer by transferring the ETH Exchange Amount of the Ether to the "Collection Address" as specified in the Quote Request.

The Exchange Offer is an offer legally binding the Participant to the terms of this Agreement. The

ETH exchange, Ether against **BES**, indicated in the invitation to the offer is only valid if the exchange offer was made by the Participant in the same STO Month (STO Month 1, STO Month 2, STO Month 3 etc.).

If an Exchange Offer is made in a later STO Month then the Exchange Offer is made on the basis of the ETH STO Value in the STO Month the Exchange Offer is made, irrespective of the ETH Exchange Amount stated in the Offer Invitation.

The Participant's Exchange Offer is accepted by the Project Engineer, and therefore the Agreement is finally concluded, through fulfilment by Delivery of the **BES** Exchange Amount to the Participant.

Only after Delivery, the Project Engineer shall be bound to the terms of this Agreement.

2. No Right of Withdrawal

The Participant shall not have a right of withdrawal, neither statutory nor contractual.

Articles 9 to 15 of the European Consumer Rights Directive 2014 as distance and off-premises sales provide for the right of a consumer to withdraw from a distance or off-premises contract.

This "Security Token Offer", however, is excerpted from this right of withdrawal since it concerns the supply of goods (ERC20) for which the price is dependent on fluctuations in the financial market which cannot be controlled by the „Project-Engineer“ and which may occur within the withdrawal period.

In addition, the derogation from Article 16 (M) of the Consumer Rights Directive 2011/83 EU of the European Parliament on distance selling or sales outside business premises applies.

This Agreement concerns the delivery of digital content within the meaning of the Directive that is not provided on a fixed medium.

The prior express consent of the Participant to lose his right of withdrawal will be confirmed in the execution of this exchange offer.

Once the exchange offer has been made, the project engineer will send the Participant an E-mail confirmation of the legally binding exchange offer.

3. Barter Clause

Subject to the terms and conditions of this Agreement and in accordance with the representations and warranties set forth herein, the Project Engineer agrees to exchange Ether in BES20 and to deliver to the Participant the entire BES20 Exchange Amount.

The Participant will in return, subject to the terms of this Agreement and in reliance on the assurances and warranties of the Project Engineer, deliver to the Project Engineer the Ether Exchange Amount of "Collection Address".

The Participant declares to accept the **BES** exchange amount of the BES20 in return for the ETH exchange rate of the ethers, and the project engineer agrees to accept the ETH exchange amount from ether in return for the **BES** exchange amount, the purchased **BES**.

Both parties declare that the **BES** exchange amount, after weighing all essential aspects, is equal to the ETH exchange value of the ether.

4. Calculation of the ETH Exchange Amount

The ETH exchange rate of the Ether to be transferred by the Participant to the "Collection Address" will be indicated in the Invitation to the Offer.

This is calculated by the project engineer by multiplying the **BES** Exchange, the amount specified in the Exchange request with the ETH STO value.

The STO value of the ETH exchanges during the offer period and corresponds to 0.0010 ether in STO month 1; 0.0010 ethers in STO month 2; 0.0010 ether in STO month 3, etc. up to 0.0010 ether in the last STO month.

5. Delivery of the BES

After a Participant has made a binding Exchange Offer, the BES20 Exchange Amount of BES201 shall, as quickly as reasonably possible, but in any case within one business day, be delivered by the “Project Engineer” to the ETH Address, the Participant has transferred the ETH Exchange Amount of Ether from.

6. Rights Associated with BES

The Participant acknowledges that there are no rights whatsoever associated with the **BES**. In particular, the **BES** do not purport any rights as commonly associated with securities (such as shareholder or information rights).

BES serve only as vouchers, that can be redeemed by the “Project Engineer”, as described in the STO Offer Document, against the creation and operation of BESS hardware (BESS Power Plants+ Blockchain), which are preferably operated in Europe, the Middle East or Africa,

Rights derived from this Agreement are

- (a) the right to Delivery if the Project Engineer decides to accept an Exchange Offer, and
- (b) rights in connection with the representations and warranties made by the Project Engineer.

If the Participant is not a consumer within the meaning of the European Consumer Protection Act, he waives all statutory warranty rights and agrees to limit himself to the contractual warranty rights set forth.

7. Listing of the BES

The project engineer undertakes to sell the BES20 to one or more virtual purses such as **Bittrex**, **Poloniex** or **Kraken** within twelve (24) months of the offer end date.

8. Use of the Aggregate Exchange Proceeds

The Project Engineer shall, at all times, keep any unused Aggregate Exchange Proceeds on one or more ETH Addresses separated from other Ether in its possession.

The Project Engineer shall therefore ensure that the Aggregate Exchange Proceeds are not mingled with other amounts of Ether the Project Engineer has control over.

The project engineer has the right to convert all or part of the proceeds to other virtual or fiat currencies at a reasonable exchange rate, at the time.

The Project Engineer shall have the right to apply the Aggregate Exchange Proceeds or any substitute amount pursuant to clause towards any purpose in compliance with the goals of the Project Engineer as set out in the STO Document.

The Project Engineer shall make available on its website on every Reporting Date an overview of activities it has conducted in the past twelve (12) months in respect of actions taken pursuant to clause 9.3 above.

9. Representations and Warranties

The Participant makes the representations and warranties set out in this clause (10. 1.1 to 10.1.7) to the Project Engineer on the date of this Agreement and on the STO Delivery Date.

The Participant is participating in this Security Token Offering for its own account and is not resident (or does not have a seat) in a jurisdiction outside of the Target Markets.

The material obligations under this Agreement expressed to be assumed by the Participant are legally binding, valid and enforceable against it.

The entry into this Agreement and performance by the Participant do not and will not conflict with (a) any law or regulation

or

(b) its constitutional documents (if applicable).

The Participant has the power to attend, perform and deliver services and has taken all necessary measures to approve or comply with the transactions provided for in this Agreement.

The Participant is in possession of the Private Key of the ETH Address the Delivery of the BES shall be made to.

The choice of UK law, as the governing law, this Agreement, and the choice of the UK as the place of jurisdiction, will be recognized by the Participant, except in the event that the Participant is a consumer within the meaning of the EU Consumer Law Directive or the UK Consumer Protection Act.

In addition to statutory warranty obligations, if not waived, the Project Engineer will release the warranties and warranties set forth in this clause to the Participant on the date of this Agreement or the date of the STO Delivery.

The Participant will obtain legal competence under Austrian law over the amount of BES20 s delivered after this Agreement has been concluded.

The Project Engineer makes no representations or warranties as to other jurisdictions. All factual information provided by the Project Engineer in the STO Offer Document is accurate, complete and in all material respects at the time of the STO Offer Document or at the time it was disclosed.

The project engineer accepts **BES** STO in return for the use of **BESS hardware** as described in the STO Offer Document.

10. Miscellaneous

If the Participant is not a consumer in the sense of the Consumer Rights EU Directive or the Britain Consumer Protection Act, the Participant waives its right to contestation of the contract for *laesio enormis* (*excessive damage*)

The Participant may not assign or transfer any of its rights or obligations under this Agreement to any third party, including but not limited to any statutory or contractual warranty rights.

This clause does not affect the BES themselves.

BES20 may be traded freely on a virtual currency exchange, or otherwise, at any time.

Any communication to the "Project Engineer" will be effective only when actually received by the "Project Engineer" and then only if it was sent via mail to the physical address of the "Project Engineer".

Any communication or notice given under or in connection with this Agreement must be in **English German, Italian or French** language.

Should one or more of the provisions or any part of a provision of this Agreement be or become void, illegal or unenforceable, then the validity, legality or non-enforceability of the remaining provisions of this Agreement shall not be affected thereby and the Parties shall use reasonable efforts to agree upon a new provision which shall, as nearly as possible, have the same commercial effect, meaning and spirit as the ineffective provision and to the purpose of this Agreement.

To the extent permitted by applicable law, each Party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

This clause is not applicable in case the Participant is consumer in the sense of the EU Consumer Rights Directive or the Britain Consumer Protection Act.

This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in all respects in accordance with Britain law, excluding the Britain conflict of laws rules.

If the Participant is not a consumer within the meaning of the EU Consumer Rights Directive or British Consumer Law, disputes shall be brought before the competent commercial court in London, Great Britain.

March, 2019

Schedule B - Exchange Request Form

To
 BioEnergon Green Energy Ltd by shares
 Birchin Court, 20 Birchin Lane

 London ES3V 9DJ

E-Mail: sto1@bess-coin-mining.com

Terms used in this Exchange Request have the meaning ascribed to them in the “Security Token Offer” Document available under www.bess-coin-mining.com

<input type="text"/>	<input type="text"/>	<input type="text"/>
Academic Title	Full Name	Date of Birth
<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	ZIP Code	Place
<input type="text"/>	<input type="text"/>	<input type="text"/>
Country	Telephone	E-Mail
<input type="text"/>		

ETH Address the transfer of the ETH Exchange Amount will be made from

I confirm that I have read and understood the “Security Token Offer” Document carefully.
 I confirm that I have read and understood the STO Exchange Agreement carefully and accept it.
 I hereby agree that BES will be transferred immediately after conclusion of the STO Exchange Agreement before the end of the withdrawal period.
 I hereby approve and acknowledge that I have no right of withdrawal to rescind the STO Exchange Agreement once I have made the Exchange Offer as

- (i) the price of the BES to be obtained is dependent on fluctuations in the financial market which cannot be controlled by the Developer and may occur within the withdrawal period and
- (ii) BES are considered digital content which is not supplied on a tangible medium.

I herewith make a non-binding Exchange Request as defined in the STO Offer Document for the following amount of BES.

Amount of BES

eg: 200 BES = 200 EUR = 1.6 ETH (on 18.02.2019)

Place/Date

Signature