

OFFERING MEMORANDUM  
FOR ACCREDITED INVESTORS ONLY  
describing the  
SIMPLE AGREEMENT FOR FUTURE TOKENS  
to be issued by  
ADVENT ENTERTAINMENT, LLC



The Offering Memorandum (this “Memorandum”) has been prepared by ADVENT ENTERTAINMENT, LLC (“we”, “our”, “us”, or the “Token Issuer”) for use only by “Accredited Investors”\* (“you”, “your”, or the “Subscriber(s)”) to whom we are offering, pursuant to Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the offering will be made (the “Offering”), the opportunity to receive in the future one or more Advent Tokens (“ADVENT” or the “Tokens”) pursuant to the terms of our Simple Agreement for Future Tokens (the “SAFT”) as described in this Memorandum. The Tokens and our overall strategy and business model are more fully described in the Token Issuer’s Whitepaper attached and incorporated into this Memorandum as Exhibit A. The form of our SAFT is attached and incorporated into this Memorandum in Exhibit C. There can be no assurance our objectives may be achieved. (See “Risk Factors”).

**OUR SAFT AND/OR TOKENS INVOLVES A HIGH DEGREE OF RISK AS FURTHER DESCRIBED IN THE “RISK FACTORS” SECTION OF THIS MEMORANDUM. YOU SHOULD SUBSCRIBE ONLY IF YOU CAN BEAR THE RISK OF A NON-LIQUID INVESTMENT AND CAN AFFORD A POTENTIAL TOTAL LOSS OF YOUR SUBSCRIPTION. NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES AUTHORITY HAS APPROVED OR DISAPPROVED OF THE OFFERING OR DETERMINED IF THIS MEMORANDUM IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

FOR MORE INFORMATION, PLEASE CONTACT US:

ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA  
Telephone: 801.916.2526 E-mail: support@advententertainment.com

The date of this Memorandum is October 2, 2018

This cover page is continued on the following pages.

---

\* See the “Who May Subscribe” section of this Memorandum. See also Rule 501(a) of the U.S. Securities Act of 1933, as amended.

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

As a Subscriber, you will be required to execute a SAFT (as amended, restated and/or otherwise modified from time to time) and a Suitability Questionnaire, the forms of which are attached to and incorporated into this Memorandum as Exhibit C, in order to subscribe for Tokens. This Memorandum contains a summary of the SAFT, the Tokens, and certain other documents referred to herein. However, the summaries in this Memorandum do not purport to be complete, are subject to amendment, restatement, and modification, and are subject to and qualified in their entirety by reference to the actual text of the relevant document, copies of which will be provided to each prospective Subscriber upon request. Each prospective Subscriber should review the SAFT and such other documents set forth in this Memorandum for complete information concerning the rights, privileges and obligations of SAFT Subscribers. If any of the terms, conditions or other provisions of the SAFT or such other documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, this Memorandum shall prevail. We reserve the right to modify the terms of the Offering and the SAFTs and the Tokens described in this Memorandum without notice, and the SAFTs are offered subject to the Token Issuer's ability to reject any commitment in whole or in part for any or no reason.

The SAFTs and the Tokens have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), or any United States state securities laws or the laws of any non-U.S. jurisdiction. The SAFTs will be offered and sold in the United States only under the exemption provided by Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made. We will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the "Investment Company Act"). Consequently, Subscribers will not be afforded the protections of the Investment Company Act.

The SAFTs described in this Memorandum are subject to restrictions on transferability and resale and may not be transferred or resold unless an exemption from registration is available.\* Subscribers should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

A subscription to our SAFT and the Tokens involves a high degree of risk, volatility and illiquidity. A prospective Subscriber should thoroughly review the information contained herein and the terms of the SAFT, and carefully consider whether a subscription to the SAFT is suitable to the Subscriber's financial situation and goals.

No person has been authorized to make any statement concerning the Token Issuer or the sale of the SAFTs discussed herein other than as set forth in this Memorandum, and any such statements, if made, must not be relied upon.

Subscribers should make their own investigations and evaluations of the SAFT and the Tokens that will be delivered pursuant thereto, including the merits and risks involved in an investment therein. Prior to any subscription, the Token Issuer will give Subscribers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of the Offering and other relevant matters to the extent the Token Issuer possesses the same or can acquire it without unreasonable effort or expense. Subscribers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the SAFTs and the Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition. This Memorandum does not constitute legal, tax, or financial advice from the Token Issuer and/or any of its Affiliates, counsel, advisors, or consultants. You should retain your own advisors to advise you in such matters prior to subscribing.

This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the U.S. Securities and Exchange Commission nor any other U.S. federal, state or non-U.S. regulatory authority has approved a subscription in the SAFT or Tokens. Furthermore,

---

\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters.

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Memorandum, nor is it intended that the foregoing authorities will do so. Any representation to the contrary is a criminal offense.

Investments in the SAFT are denominated in United States dollars (USD \$). Subscribers may tender United States dollars, Bitcoin, Ether, Litecoin or other cryptocurrencies in exchange for the SAFT. Such currencies are subject to any fluctuation in the rate of exchange and, in the case of digital assets, the exchange values. Such fluctuations may have a material adverse effect on the value, price or income of a Subscriber's subscription to the SAFT and/or Tokens.

	Price to Subscribers	Selling Commissions and Discounts (1)(3)	Proceeds to Token Issuer or Other Persons (2)
<b>Minimum Subscription (3)(6)</b>	USD \$25,000 (3)	(see Footnote 1 below)	USD \$25,000
<b>Total Minimum (4)(6)</b>	N/A	N/A	N/A
<b>Total Maximum (5)(6)</b>	USD \$50,000,000	(see Footnote 1 below)	USD \$50,000,000

### FOOTNOTES:

(1) The Offering will be conducted by the officers and directors of the Token Issuer (see "Executive Management Team") who will not receive compensation in connection with activities involving the placement of SAFTs and/or Tokens, yet may be paid out of the proceeds of the Offering for other activities (See "Estimated Use of Proceeds" and "Compensation"). As of the date of this Memorandum no selling agreement has been finalized with any broker-dealers who are members of the Financial Industry Regulatory Authority (FINRA). Marketing, sales commissions and/or finder fees may be paid by the Token Issuer to broker-dealers who are members of FINRA, registered representatives, licensed issuer-agents, finders, or others where not prohibited by law. The percentages or amounts paid to such persons may vary. Such persons may be Affiliates of the Token Issuer.

(2) Before deducting expenses payable directly by the Token Issuer or reimbursable to Affiliates, including, but not limited to, due diligence, marketing, legal, compliance, accounting, bookkeeping, administrative, printing, Offering, and/or other non-accountable expenses incurred in connection with the Offering (See "Estimated Use of Proceeds") or compensation to our Token Issuer and/or its affiliates in connection with their management of Token Issuer affairs (See "Conflicts of Interest" and "Compensation").

(3) The minimum subscription may be waived in our sole discretion. The Offering may be extended, withdrawn, or closed at any time in our sole discretion without notice.

(4) The Token Issuer does not need to receive any set minimum number or amount of SAFT Subscriptions to commence utilizing funds. Your Subscription funds will not be escrowed and shall become available for our immediate use.

(5) The Offering may be closed or modified or amended or expanded at any time without notice for any or no reason.

(6) The Subscription Price of Advent is equal to USD \$0.30 per Advent ("Advent") Token plus one or more

"Bonuses" according to the following schedules:

"Bonus 1" based upon time of Subscription:

October 2, 2018 through November 30, 2018: 50% Bonus

November 30, 2018 through December 31, 2018: 25% Bonus

January 1, 2019 and beyond: in the sole discretion of the Token Issuer.

"Bonus 2" based upon Subscription Amount:

\$1,000,000 up to \$4,999,999.99: 10% Bonus

\$5,000,000 up to \$9,999,999.99: 20% Bonus

\$10,000,000 up to \$14,999,999.99: 30% Bonus

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

\$15,000,000 up to \$19,999,999.99: 40% Bonus  
\$20,000,000 or more: 50% Bonus

For example, and for illustrative purposes only, in the hypothetical event a Subscriber's funds of USD \$900,000 are received by the Token issuer on October 28, 2018 at USD \$.30 per Advent Token, such Subscriber shall be entitled to receive 4,500,000 Advent Tokens (i.e., 3,000,000 plus a 50% Bonus (1,500,000)) upon fulfillment by the Token Issuer. If the same Subscriber were to, instead, subscribe with USD \$12,000,000 on such date, then the same would be entitled to receive 72,000,000 Advent Tokens (i.e., 40,000,000 plus a 50% Bonus (20,000,000) plus an additional 30% Bonus (12,000,000)) upon fulfillment by the Token Issuer. After January 1, 2019, these terms may be withdrawn or modified at any time in the Token Issuer's sole discretion.

### ADVENT TOKEN HOLDING PERIOD

Advent Tokens are being offered from the United States of America and according to the laws of the U.S.A., Advent Entertainment, LLC is offering the Advent Tokens pursuant to Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder. Purchase of Advent Tokens through our Offering Memorandum will be a SAFT (Simple Agreement for Future Tokens) Agreement. There will be a holding requirement of 12 months. Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters. Upon purchase, Advent Tokens will be reserved for purchaser by Advent Entertainment, LLC. After the holding period of 12 months, the Advent Tokens will be released to purchaser and Advent Tokens may be freely traded.

### IMPORTANT NOTICES ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM

The information contained in this Memorandum is furnished for your own personal use as a potential SAFT Subscriber of the Token Issuer. By receiving this Memorandum you agree not to transmit, reproduce or make this Memorandum or any related exhibits or documents available to any other person or entity. If you do not agree to this condition, you will please return this Memorandum to the address on the cover, postage pre-paid, within three (3) days of your receipt, or to support@advententertainment.com. Your failure to keep this Memorandum strictly for your own personal use may cause the Token Issuer to incur actual damages of an indeterminable amount, subjecting you to potential legal liability.

The Offering is available only to Subscribers who meet the criteria set forth in this Memorandum (See "Who May Subscribe"). However, we reserve the right to deny any subscription for SAFTs for any or no reason. This Memorandum does not constitute an offer to sell any SAFTs in any jurisdiction or to any person to whom it is unlawful to make such an offer in such jurisdiction. An offer may be made only by an authorized representative of the Token Issuer and must be accompanied by an original copy of this Memorandum including all exhibits. The SAFTs will be offered by the Token Issuer through our officers, directors, or managers on a "best efforts" basis. Broker-dealers who are members of the Financial Industry Regulatory Authority ("FINRA") may also participate on the same basis.

Payment for the SAFTs offered hereby should be made payable to the order of "ADVENT ENTERTAINMENT, LLC".

No dealer, salesman or other person unaffiliated with us have been authorized to give you any information or make any representations other than those contained in this Memorandum. If you receive other information, do not rely on it. Our affairs may have changed materially since the date on the cover of this Memorandum. Neither delivery of this Memorandum nor any sales made hereunder shall, under any circumstances, create an implication that there has been no material change in our affairs since that date.

You and/or your advisors and representatives may ask questions of, and receive answers from, the Token Issuer concerning the terms and conditions of the Offering as well as our overall objectives. We also will endeavor to provide you with any additional information, to the extent we possess such information or can acquire it without unreasonable

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

effort or expense, necessary to substantiate the information set forth in this Memorandum. SAFTs and/or Tokens acquired through the Offering may not be transferred without the express written permission of the Token Issuer or in the absence of an effective registration statement unless the prospective transferee establishes, to the satisfaction of the Token Issuer, that an exemption from registration is available.\* Certificates evidencing ownership of SAFTs or Tokens, if issued, shall bear a restrictive legend to this effect.

Subscription of our SAFTs and/or Tokens may not be suitable for individuals or entities who do not meet the suitability requirements established by the Token Issuer or who cannot afford a non-liquid, speculative investment. (See “Risk Factors”). The Token Issuer does not need to receive any set minimum number or amount of SAFT Subscriptions to commence utilizing funds. Your Subscription funds will not be escrowed and shall become available for our immediate use. We reserve the right to cancel or modify the Offering, to reject subscriptions for SAFTs in whole or in part, to waive conditions to the purchase of SAFTs, and/or to accept a limited number of Subscribers. See “Terms of the Offering.”

FOR MORE INFORMATION, PLEASE CONTACT US:

ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA  
Telephone: 801.916.2526 E-mail: support@advententertainment.com

### U.S. STATE NOTICE LEGENDS

THE PRESENCE OF A LEGEND FOR ANY GIVEN U.S. STATE JURISDICTION REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT JURISDICTION AND SHOULD NEITHER BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR JURISDICTION NOR THAT THE TOKEN ISSUER IS SUBJECT TO THE SECURITIES LAWS OF ANY U.S. STATE JURISDICTION.

THE PRESENCE OF A LEGEND FOR ANY GIVEN JURISDICTION REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT JURISDICTION AND SHOULD NEITHER BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR JURISDICTION NOR THAT THE COMPANY IS SUBJECT TO THE SECURITIES LAWS OF ANY NAMED JURISDICTION. IN THE EVENT ANY CITED STATE-SPECIFIC EXEMPTION IS UNAVAILABLE FOR THE OFFERING FOR WHATEVER REASON, THE BOND ISSUER NEVERTHELESS CLAIMS EXEMPTION PURSUANT TO SECTION 18(b)(4)(D) OF THE SECURITIES ACT OF 1933, AS AMENDED.

FOR ALABAMA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ALASKA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ARIZONA RESIDENTS: THESE SECURITIES MAY BE SOLD ONLY TO “ACCREDITED INVESTORS” FOR INVESTMENT AND NOT IN CONNECTION WITH A DISTRIBUTION. INVESTORS MAY NOT RESELL THE SECURITIES UNLESS THE SECURITIES ARE FIRST REGISTERED OR QUALIFY FOR AN EXEMPTION FROM REGISTRATION. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE ARIZONA CORPORATION COMMISSION NOR HAVE THEY PASSED UPON THE MERITS OF OR OTHERWISE APPROVED THE OFFERING.

---

\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters.

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

FOR ARKANSAS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR CALIFORNIA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR COLORADO RESIDENTS: THIS INFORMATION IS DISTRIBUTED PURSUANT TO AN EXEMPTION FOR SMALL OFFERINGS UNDER THE RULES OF THE COLORADO SECURITIES DIVISION. THE SECURITIES DIVISION HAS NEITHER REVIEWED NOR APPROVED ITS FORM AND CONTENT. THE SECURITIES DESCRIBED MAY ONLY BE PURCHASED BY “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D AND THE RULES OF THE COLORADO SECURITIES DIVISION.

FOR CONNECTICUT RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUANCE OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE AVAILABLE ONLY TO “ACCREDITED INVESTORS” AND HAVE NOT BEEN REGISTERED UNDER THE CONNECTICUT UNIFORM SECURITIES ACT AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SUCH ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR DELAWARE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DELAWARE SECURITIES ACT AND ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 503 OF THE DELAWARE SECURITIES ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR FLORIDA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR GEORGIA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR HAWAII RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE HAWAII UNIFORM SECURITIES ACT (MODIFIED), BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE FACT THAT IT IS AVAILABLE ONLY TO “ACCREDITED INVESTORS”. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR IDAHO RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ILLINOIS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR INDIANA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE INDIANA BLUE SKY LAW AND ARE OFFERED PURSUANT TO INDIANA SECURITIES COMMISSION ADMINISTRATIVE ORDER “MODEL ACCREDITED INVESTOR EXEMPTION” (FEBRUARY 27, 1998), AS AMENDED. THESE SECURITIES

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

MAY BE TRANSFERRED OR RESOLD ONLY IF SUBSEQUENTLY REGISTERED OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR IOWA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR KANSAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE KANSAS SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 81-5-13 OF THE KANSAS ADMINISTRATIVE REGULATIONS, AS AMENDED. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.]

FOR KENTUCKY RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR LOUISIANA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MAINE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MAINE UNIFORM SECURITIES ACT OF 2005, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO CHAPTER 537 OF THE RULES OF THE MAINE OFFICE OF SECURITIES. THESE SECURITIES ARE AVAILABLE TO “ACCREDITED INVESTORS” ONLY AND CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MARYLAND RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MASSACHUSETTS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MICHIGAN RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MINNESOTA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MISSISSIPPI RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MISSOURI RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MISSOURI SECURITIES ACT OF 2003, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO 15 CSR 30-54-215 RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. THESE SECURITIES CANNOT BE

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MONTANA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NEBRASKA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF NEBRASKA, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER SECTION 8-1111.8 OF SAID ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEVADA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEVADA SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER SECTION 90.536 OF THE NEVADA ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW HAMPSHIRE RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NEW JERSEY RESIDENTS: THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. THE FILING OF THE WITHIN OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEREOF BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW JERSEY SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER NEW JERSEY SECURITIES BUREAU ADMINISTRATIVE ORDER DATED MARCH 24, 1998. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW MEXICO RESIDENTS: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW MEXICO SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY IN ACCORDANCE WITH SECTION 58-13B-28E OF SAID ACT AND SECTION 12.11.12.20 OF THE NEW MEXICO ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.



ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

FOR NEW YORK RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NORTH CAROLINA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NORTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NORTH DAKOTA SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 10-04-06(17) OF THE NORTH DAKOTA CENTURY CODE (N.D.C.C.) DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OHIO RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE OHIO SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER SECTION 1707.03(Y) OF THE OHIO REVISED CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OKLAHOMA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR PENNSYLVANIA RESIDENTS: THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER SECTION 201 OF THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED, AND ARE ONLY AVAILABLE TO “ACCREDITED INVESTORS” AS PER SECTION 203(t) OF SAID ACT. THESE SECURITIES MAY BE RESOLD BY RESIDENTS OF PENNSYLVANIA ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF SAID ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION DIRECTLY FROM AN ISSUER OR AFFILIATE OF AN ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY), OR ANY OTHER PERSON WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. NEITHER THE PENNSYLVANIA SECURITIES COMMISSION NOR ANY OTHER AGENCY HAS PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. PENNSYLVANIA SUBSCRIBERS MAY NOT SELL THEIR SECURITIES INTERESTS FOR ONE YEAR FROM THE DATE OF PURCHASE IF SUCH A SALE WOULD VIOLATE SECTION 203(d) OF THE PENNSYLVANIA SECURITIES ACT.

FOR RHODE ISLAND RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE RHODE ISLAND SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO RULE 403(c)-1 OF THE REGULATIONS OF THE RHODE ISLAND DIVISION OF SECURITIES DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED,

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR SOUTH CAROLINA RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE SECURITIES ACTS, INCLUDING, BUT NOT LIMITED TO, EXEMPTIONS AVAILABLE UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT OF 2005, AS AMENDED, PURSUANT TO SOUTH CAROLINA SECURITIES DIVISION ORDER 97018 DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR SOUTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SOUTH DAKOTA UNIFORM SECURITIES ACT OF 2002, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 20:08:07:29 OF SOUTH DAKOTA ADMINISTRATIVE RULES DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR TENNESSEE RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR TEXAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE TEXAS SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER RULE 139.19 OF THE TEXAS ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR’S NET WORTH.

FOR UTAH RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE UTAH UNIFORM SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY PURSUANT TO RULE R164-14-25s OF THE UTAH ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR VERMONT RESIDENTS: INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND THE VERMONT SECURITIES ACT, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE VERMONT SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY PURSUANT TO THE ORDER ISSUED UNDER SECTION 4204(a)(15) OF SAID ACT BY THE COMMISSIONER OF BANKING, INSURANCE, SECURITIES AND HEALTHCARE ADMINISTRATION OF THE STATE OF VERMONT ON JULY 10, 2000.

FOR VIRGINIA RESIDENTS: THESE SECURITIES ARE BEING ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION AND QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND SHALL NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM. THESE SECURITIES ARE ONLY AVAILABLE TO "ACCREDITED INVESTORS" PURSUANT TO 21 V.A.C. 5-40-140.

FOR WASHINGTON RESIDENTS: THIS OFFERING HAS NOT BEEN REVIEWED OR APPROVED BY THE WASHINGTON SECURITIES ADMINISTRATOR AND THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON. THE ISSUER IS CLAIMING AN EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 460-44A-300 OF THE WASHINGTON ADMINISTRATIVE CODE WHICH PROVIDES AN EXEMPTION FOR OFFERINGS MADE AVAILABLE ONLY TO "ACCREDITED INVESTORS". NO DETERMINATION HAS BEEN MADE AS TO WHETHER THE ISSUER QUALIFIES FOR THIS EXEMPTION. THESE SECURITIES MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF WASHINGTON ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

FOR WEST VIRGINIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF WEST VIRGINIA, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER THE WEST VIRGINIA SECURITIES COMMISSIONER'S ORDER PROMULGATING PROCEDURES FOR IMPLEMENTATION OF AN ACCREDITED INVESTOR EXEMPTION DATED MARCH 29, 1999. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WISCONSIN RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WISCONSIN UNIFORM SECURITIES LAW, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY (SECTION 551.23(8)(g), WISCONSIN STATUTES). THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WYOMING RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WYOMING UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER CHAPTER 9 SECTION 3 OF THE WYOMING SECURITIES DIVISION REGULATIONS. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

REGISTRATION IS AVAILABLE. THE INVESTMENT SHOULD NOT EXCEED 20% OF THE INVESTOR'S NET WORTH.

FOR RESIDENTS OF ALL OTHER U.S. JURISDICTIONS: THIS OFFERING IS NOT AVAILABLE TO YOU UNLESS (1) YOU ARE AN ACCREDITED INVESTOR, (2) YOUR STATE OR JURISDICTION RECOGNIZES AN EXEMPTION FROM REGISTRATION IN GENERAL ACCORD WITH THE MODEL ACCREDITED INVESTOR EXEMPTION (MAIE) AS ADOPTED BY THE NORTH AMERICAN SECURITIES ADMINISTRATORS ASSOCIATION (NASAA), AND/OR (3) A FEDERAL EXEMPTION IS AVAILABLE PURSUANT TO SECTION 18(b)(4)(D) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE SAFTS HAVE NOT BEEN RECOMMENDED BY OR REGISTERED WITH ANY GOVERNMENT SECURITIES COMMISSION OR REGULATORY AUTHORITY. TO THE EXTENT ANY SUCH AUTHORITY HAS JURISDICTION OVER THE TOKEN ISSUER, THE SAFTS ARE BEING OFFERED PURSUANT TO ANY AVAILABLE EXEMPTION FROM REGISTRATION. FURTHERMORE, NO GOVERNMENT SECURITIES COMMISSION OR REGULATORY AUTHORITY HAVE CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

---

NOTICES OF RESTRICTIONS ON SALES IN SELECT NON-U.S. JURISDICTIONS

The presence of a legend for any given jurisdiction reflects only that a legend may be required by that jurisdiction and should not be construed to mean an offer or sale may be made in any particular jurisdiction.

FOR AUSTRALIA RESIDENTS: No offer for subscription or purchase of the SAFTs offered hereby, nor any invitation to subscribe for or buy such SAFTs has been made or issued in Australia, otherwise than by means of an excluded issue, excluded offer or excluded invitation within the meaning of Section 66(2) or 66(3) of the Corporations Law. Accordingly, the Offering Memorandum has not been lodged with the Australian Securities Commission. Further, the SAFTs offered hereby may not be resold in Australia within a period of six months after the date of issue otherwise than by means of an excluded offer or excluded invitation as described above.

FOR RESIDENTS OF THE BAHAMAS: The SAFTs may not be offered or sold or otherwise disposed of in any manner to persons deemed by the Central Bank of the Bahamas (the "Bank") as resident for exchange control purposes, unless such persons deemed as resident obtain the prior approval of the Bank.

FOR BELGIUM RESIDENTS: The Offering of SAFTs has not been and will not be notified to the Belgian Banking of Finance Commission (Commissie voor het Bank-en inanciëwezen/Commission Bancaire et Financière) or has the Offering Memorandum been or will it be approved by the Belgian Banking and Finance Commission. The SAFTs shall not, whether directly or indirectly, be offered, sold, transferred or delivered in Belgium, as part of their initial distribution or at any time thereafter, to any Subscriber other than (i) credit institutions and investment firms referred to in Article 3.2<sup>a</sup>, a) of the Belgian Royal Decree of January 9, 1991 on the public character of transactions which aim to solicit public savings and the assimilation of certain transactions with a public offer, (ii) institutions for collective investment referred to in Book III of the Belgian Act of December 4, 1990 on the financial transactions and the financial markets, (iii) insurance companies referred to in Article 2§1 of the Belgian Act of July 9, 1975 on the supervision of insurance companies and (iv) pension funds referred to in Article 2§3, 6 of the Belgian Act of July 9, 1975 on the supervision of insurance companies and in the Belgian Royal Decree of May 15, 1985 on the activities of private mutual funds, each acting on their own account in reliance on Article 3.2<sup>a</sup> of the Belgian Royal Decree of January 9, 1991. The Offering Memorandum has been distributed in Belgium only to Subscribers mentioned here above for their personal use and exclusively for the purposes of the Offering of SAFTs. Accordingly, the Offering Memorandum may not be used for any other purpose nor passed on to any other person in Belgium.

FOR BRAZIL RESIDENTS: The SAFTs offered hereby have not been, and will not be, registered with the Comissão de Valores Mobiliários and may not be offered or sold in Brazil except in circumstances which do not constitute a public Offering or distribution under Brazilian laws and regulations.

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

**FOR RESIDENTS OF BRITISH COLUMBIA AND/OR ONTARIO, CANADA:** The Offering Memorandum constitutes an Offering of the securities described herein only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale, and therein only by persons permitted to sell such securities. The Offering Memorandum is not, and under no circumstances is to be construed as an advertisement or a public Offering of the securities described herein in Canada. No securities commission or similar authority in Canada has reviewed or in any way passed upon this document or the merits of the securities described herein, and any representation to the contrary is an offense. If the Offering Memorandum, together with any amendment thereto, contains an untrue statement of a material fact or omits to state a material fact that is required to be stated or is necessary in order to make any statement therein not misleading in the light of the circumstances in which it was made (herein called a “misrepresentation”) and it was a misrepresentation on the date of purchase, purchasers in British Columbia and Ontario to whom the Offering Memorandum was sent or delivered and who purchase SAFTs shall have a right of action against the Token Issuer for rescission (while still the owner of such SAFTs) or alternatively, for damages, exercisable on written notice given not more than 90 days subsequent to the date of purchase, provided that the Token Issuer will not be liable: (a) if the purchaser purchased such SAFTs with knowledge of the misrepresentation; (b) for all or any portion of any damages that it proves do not represent the depreciation in value of such SAFTs as a result of the misrepresentation; and (c) for amounts in excess of the price at which such SAFTs were sold to the purchaser. The foregoing summary is subject to the express provisions of either the U.S. Securities Act (British Columbia) or the U.S. Securities Act (Ontario), whichever the case may be, and such reference is made for the complete text of such provision.

**FOR RESIDENTS OF THE BRITISH VIRGIN ISLANDS:** The Token Issuer, the Offering Memorandum and the SAFTs offered hereby have not been, and will not be, recognized or registered under the laws and regulations of the British Virgin Islands. The SAFTs may not be offered or sold in the British Virgin Islands except in circumstances in which the Token Issuer, the Offering Memorandum and the SAFTs do not require the recognition by or registration with the authorities of the British Virgin Islands.

**FOR RESIDENTS OF THE CAYMAN ISLANDS:** The SAFTs offered hereby have not been, and will not be, registered in the Cayman Islands and may not be offered or sold in the Cayman Islands except in circumstances which do not constitute a public Offering or distribution under the laws and regulations of the Cayman Islands.

**FOR CHILE RESIDENTS:** The SAFTs offered hereby have not been, and will not be, registered with the Superintendencia de Valores y Seguros (the “Chilean Securities Commission” or SVS) and may not be offered and sold in Chile except in circumstances which do not constitute a public Offering or distribution under Chilean laws and regulations.

**FOR RESIDENTS OF THE PEOPLE’S REPUBLIC OF CHINA:** No invitation to offer for, or offer for, or sale of, the SAFTs shall be made to the public in China or by any means that would be deemed public under the laws of China. The offer of SAFTs is personal to the Subscriber to whom the Offering Memorandum has been addressed by the Token Issuer. Business entities incorporated under the laws of China (excluding foreign investment business entities) shall apply for approval from the Chinese government authorities before purchasing the SAFTs. Furthermore, all business entities incorporated under the laws of China and Chinese citizens residing in China shall obtain the prior approval from the Chinese foreign exchange authority before purchasing the SAFTs.

**FOR COSTA RICA RESIDENTS:** The SAFTs offered hereby have not been, and will not be, registered with the Comision Nacional de Valores (the “Costa Rican Securities Commission”) and may not be offered or sold in Costa Rica except in circumstances which do not constitute a public Offering or distribution under Costa Rican laws and regulations.

**FOR ECUADOR RESIDENTS:** The SAFTs offered hereby have not been, and will not be, registered with the Superintendencia de Companias del Ecuador (the “Ecuadorian Securities and Exchange Commission”) and may not be offered and sold in Ecuador except in circumstances which do not constitute a public Offering or distribution under Ecuadorian laws and regulations. This communication is for informative purposes only; it does not constitute a public Offering of any kind.

## ADVENT CRYPTOCURRENCY SAFT

### OFFERING MEMORANDUM

**FOR RESIDENTS OF FRANCE:** The SAFTs offered hereby do not comply with the conditions imposed by French law for issuance, distribution, sale, public Offering, solicitation and advertising within France. The distribution of this private placement Memorandum and the Offering of SAFTs by the Token Issuer in France are therefore restricted by French law. RESIDENTS should inform themselves as to the restrictions with respect to the manner in which they may dispose of the SAFTs in France.

**FOR RESIDENTS OF GERMANY:** Any person who is in possession of the Offering Memorandum understands that no action has or will be taken which would allow an Offering of the SAFTs to the public in Germany. Accordingly, the SAFTs may not be offered, sold or delivered and neither the Offering Memorandum nor any other Offering materials relating to the SAFTs may be distributed or made available to the public in Germany. Individual sales of the SAFTs to any person in Germany may only be made according to German securities, tax and other applicable laws and regulations.

**FOR GREECE RESIDENTS:** The SAFTs may not be offered or sold in any manner that constitutes an offer or sale to the public in the Hellenic Republic within the laws and regulations from time to time applicable to public offers or sales of securities.

**FOR HONG KONG RESIDENTS:** The Offering Memorandum relates to a private placement and does not constitute an offer to the public in Hong Kong to subscribe for SAFTs. No steps have been taken to register the Offering Memorandum as a prospectus in Hong Kong. The offer of the SAFTs is personal to the person to whom the Offering Memorandum has been delivered by or on behalf of the Token Issuer, and a subscription for SAFTs will only be accepted from such person for such minimum amount of SAFTs as described in the Offering Memorandum. It is a condition of the offer that each person who agrees to subscribe for SAFTs provides a written undertaking that it is acquiring such SAFTs for investment purposes only and not with a view to distribute or resell such SAFTs and that it will not offer for sale, resell or otherwise distribute or agree to distribute such SAFTs within six months from their date of sale to such person.

**FOR IRELAND RESIDENTS:** The Offering Memorandum is not a prospectus and does not constitute or form part of any offer or invitation to the public to subscribe for or purchase SAFTs from the Token Issuer and shall not be construed as such and no person other than the person to whom the Offering Memorandum has been addressed or delivered shall be eligible to subscribe for or purchase SAFTs from the Token Issuer.

**FOR INDIA RESIDENTS:** This Memorandum relates to an issue made to only Qualified Institutional Buyers under Chapter XIII A of the Securities and Exchange Board of India (Disclosure and Subscriber Protection) Guidelines 2000, as amended (the "Guidelines"). No offer is being made to the public. Neither the Token Issuer nor its securities have been registered with the Securities Board of India ("SEBI"). Investment in equity and equity related securities involve a degree of risk and Subscribers should not invest any funds in this offer unless they can afford to take the risk of losing their investment. Subscribers are advised to read the risk factors carefully before taking an investment decision in the Offering. For taking an investment decision, Subscribers must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by the SEBI nor does the SEBI guarantee the accuracy or adequacy of this document.

**FOR RESIDENTS OF THE ISLE OF MAN:** The Token Issuer is not a recognized Collective Investment Scheme for the purposes of sections 12 or 13 of the Financial Services Act 1988 (the "Isle of Man FSA") of the Isle of Man and is accordingly subject to the prohibition on the promotion of collective investment schemes as contained in section 1(1) of the Isle of Man FSA. Accordingly, the Offering Memorandum may only be issued or passed on to any person in the Isle of Man by way of the two limited exceptions to this general prohibition contained in section 1(2) of the Isle of Man FSA and the Financial Supervision (Promotion of Unregulated Schemes (Exemption) Regulations 1992 ("the Exemption Regulations")). Under regulation 3(2) of the Exemption regulations, any advertisement issued in the Isle of Man in connection with the Token Issuer must contain a statement either (a) that participants in the Token Issuer's offering are not protected by any statutory compensation scheme; or (b) that participants in the Token Issuer's offering are protected by a statutory compensation scheme and particulars sufficient to identify the compensation arrangements.

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

**FOR ISRAEL RESIDENTS:** Israeli residents, other than those considered “Exemption Holders” under the General Currency Control Permit, 1978, require a special permit from the Israeli Controller of Foreign Currency in order to purchase the SAFTs. The SAFTs are offered to a limited number of sophisticated Subscribers, in all cases under circumstances designed to preclude a distribution which would be other than a private placement. The Offering Memorandum may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent.

**FOR RESIDENTS OF ITALY:** The Offering Memorandum is solely intended for the individuals to whom it is delivered and may not be considered or used as a public Offering in the meaning of and for the purpose of the Art 1/18 ter l.n. 216/74. In addition, any person who is in possession of the Offering Memorandum understands that no action has or will be taken which would allow an Offering of the SAFTs to the public in Italy. Accordingly, the SAFTs may not be offered, sold or delivered and neither the Offering Memorandum nor any other Offering materials relating to the SAFTs may be distributed or made available to the public in Italy. Individual sales of the SAFTs to any person in Italy may only be made according to Italian securities, tax and other applicable laws and regulations.

**FOR JAPAN RESIDENTS:** Under Article 23-14 paragraph 1 of the Securities Exchange Law (the “SEL”), the purchase of SAFTs cannot be made unless the purchaser agrees to the condition that it will not make an assignment of the SAFTs to any person other than a non-resident of Japan (having the same meanings as defined in Article 6, paragraph 1(6) of the Foreign Exchange and Foreign Trade Control Laws), except for the case that all the SAFTs (excluding the SAFTs assigned to nonresidents of Japan) are assigned to one person. Furthermore, disclosure under the SEL has not been made.

**FOR RESIDENTS OF JERSEY:** The Offering Memorandum relates to a private placement and does not constitute an offer to the public of Jersey to subscribe for the SAFTs offered hereby. No regulatory approval has been sought to the offer in Jersey. The offer of the SAFTs is personal to the person to whom the Offering Memorandum is being delivered by or on behalf of the Token Issuer, and a subscription for the SAFTs will only be accepted from such person. The Offering Memorandum may not be produced or used for any other purpose, nor be furnished to any other person other than those to whom it has been so delivered.

**FOR KOREA RESIDENTS:** The Offering Memorandum is not, and under no circumstance is to be construed as, a public Offering of securities in Korea. Neither the Token Issuer nor the Token Issuer is making any representation with respect to the eligibility of any recipients of the Offering Memorandum to acquire the SAFTs under the laws of Korea, including but without limitation the Foreign Exchange Management Act and regulations thereunder. The SAFTs have not been registered under the Securities and Exchange Act of Korea and none of the SAFTs may be offered, sold or delivered, or offered or sold to any person for re-Offering or resale, in Korea or to any resident of Korea except pursuant to applicable laws and regulations of Korea.

**FOR RESIDENTS OF LIECHTENSTEIN:** The SAFTs are offered to a narrowly defined category of Subscribers, in all cases under circumstances designed to preclude a public solicitation. The Offering Memorandum may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent.

**FOR RESIDENTS OF LUXEMBOURG:** The SAFTs are offered to a limited number of sophisticated Subscribers, in all cases under circumstances designed to preclude a distribution which would be other than a private placement. The Offering Memorandum may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent.

**FOR RESIDENTS OF MAURITIUS:** The SAFTs may not be offered or sold, directly or indirectly, to the public in Mauritius. Neither the Token Issuer’s Offering Memorandum (the “Memorandum”), nor any Offering material or information contained herein relating to the offer of the SAFTs may be released or issued to the public in Mauritius or used in connection with any such offer. The Memorandum does not constitute an offer to sell SAFTs to the public in Mauritius. The Memorandum is not a “prospectus” for the purpose of the Mauritius U.S. Securities Act 2005, as amended.

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

**FOR RESIDENTS OF MYANMAR:** The Token Issuer has not been registered as a collective investment scheme or investment company or otherwise with the Myanmar Directorate of Investment and Company Administration (“DICA”) and, therefore, may not be suitable for residents of the Republic of the Union of Myanmar unless they meet the minimum Subscriber qualifications set forth in the Token Issuer’s Memorandum and/or other rules as may be adopted by the DICA or the Myanmar central government.

**FOR RESIDENTS OF NEW ZEALAND:** The Offering Memorandum has been prepared solely for and the offer made in it is made solely to habitual Subscribers (being persons defined in section 3(2)(a)(ii) of the New Zealand U.S. Securities Act 1978).

**FOR RESIDENTS OF THE NETHERLANDS:** The SAFTs will not be offered, transferred or sold, whether directly or indirectly, to any individual or legal entity in the Netherlands, as part of their initial distribution or at any time thereafter, other than to individuals or legal entities who or which trade or invest in securities in the conduct of their profession or trade (which includes banks, brokers, dealers, insurance companies, pension funds, other institutional Subscribers and commercial enterprises which regularly, as an ancillary activity, invest in securities).

**FOR NORWAY RESIDENTS:** The Offering Memorandum has not been filed with the Oslo Stock Exchange in accordance with the Norwegian Securities Trading Act, Section 5-1, and may therefore not be distributed to more than fifty potential Subscribers in Norway.

**FOR RESIDENTS OF OMAN:** The Offering Memorandum and the SAFTs offered hereby are not available to any member of the public and are restricted to Subscribers having an existing business relationship with the Token Issuer. Application for the SAFTs made by or on behalf of Subscribers not having an existing relationship with the Token Issuer will not be accepted. Any Subscriber that considers purchasing the SAFTs offered by the Offering Memorandum should consult a professional advisor before doing so.

**FOR PANAMA RESIDENTS:** The SAFTs have not and will not be registered with the Comision Nacional de Valores (the “National Securities Commission”) of the Republic of Panama under Cabinet Decree No. 247 of 1970 (“Panama’s Securities Law”) and may not be offered or sold in a primary Offering within Panama, except in certain transactions exempt from the registration requirements of Panama’s Securities Laws.

**FOR RUSSIA RESIDENTS:** The SAFTs are not intended to be sold or offered in (or on the territory of) the Russian Federation or to Russian residents and the Offering Memorandum has not been registered with, and will not be registered with, the Federal Securities Markets Commission of the Russian Federation.

**FOR RESIDENTS OF SINGAPORE:** The Offering Memorandum has not been registered with the Registrar of Companies in Singapore and the SAFTs will be offered in Singapore pursuant to an exemption invoked under sections 106C and 106D of the Singapore Companies Act, Chapter 50 of Singapore (“Singapore Companies Act”). Accordingly, the SAFTs may not be offered or sold, nor may the Offering Memorandum or any other Offering document or material relating to the SAFTs be circulated or distributed, directly or indirectly, to the public or any member of the public other than (1) to an institutional Subscriber or other body or person specified in section 106C of the Singapore Companies Act, or (2) to as sophisticated Subscriber specified in section 106D of the Singapore Companies Act, or (3) otherwise pursuant to, and in accordance with the conditions of, section 106E(2) of the Singapore Companies Act or any other applicable exemption invoked under Division 5A of Part IV of the Singapore Companies Act.

**FOR SOUTH AFRICA RESIDENTS:** The SAFTs offered herein are for your acceptance only and may not be offered or become available to persons other than yourself and may not be publicly offered, sold or advertised in South Africa and the Offering Memorandum may only be circulated to selected individuals.

**FOR SWITZERLAND RESIDENTS:** The SAFTs offered hereby may not be publicly offered, sold or advertised in Switzerland pursuant to Article 2 of the Swiss Investment Fund Act 1995 and the Offering Memorandum may only be circulated to a limited number of persons in Switzerland. Therefore, no steps have been taken to register the Token Issuer and/or the Offering Memorandum as a prospectus in Switzerland.



# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

**FOR RESIDENTS OF THE UNITED KINGDOM:** The Token Issuer is a collective investment scheme which is not a recognized collective investment scheme for the purposes of Section 76 of the Financial Services Act 1986 (the “UK FSA”) of the United Kingdom, and the Offering Memorandum has not been approved for the purposes of Section 57 of the UK FSA by a person authorized under the UK FSA (“authorized person”). Accordingly, the Offering Memorandum may only be issued or passed on to any person in the United Kingdom if that person is of a kind described in Article 11(3) of the UK Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 (the “Order”) or otherwise pursuant to an exemption to Section 57 of the UK FSA. In addition, no person who is an authorized person may issue or pass on the Offering Memorandum, or otherwise promote the Token Issuer, to any person in the United Kingdom unless such person is both (i) of a kind described in Article 11(3) of the Order or within any such exemption and (ii) a person to whom such authorized person is permitted to promote the Token Issuer under Section 76(2) of the UK FSA or under regulations made under Section 76(3) of the UK FSA and by the rules of a self-regulating organization of the Financial Services Authority applicable to such authorized person.

**FOR URUGUAY RESIDENTS:** The SAFTs offered hereby correspond to a private issue and are not registered with the Central Bank of Uruguay.

### WHO MAY SUBSCRIBE

Subscribing for the terms of our SAFT and/or Tokens involves a high degree of risk. Our SAFTs and/or Tokens are suitable only for persons having adequate resources who understand the risk factors described in this Memorandum (See “Risk Factors”).

If you cannot afford a total loss of your capital contribution, do not invest. You must be able to bear the economic risk of your entire invested principal amount for an indefinite period of time and can, at the present time, afford a total loss of the same.

To subscribe you must complete in full and sign the Suitability Questionnaire attached to this Memorandum. The purpose of the Suitability Questionnaire is to provide us with sufficient information that we may determine your suitability to purchase SAFTs issued by the Token Issuer and to comply with federal and state securities laws. All information provided by you shall be considered confidential, subject to the conditions noted therein.

#### General Suitability Standards

For your subscription of SAFTs to be considered, you will be required to represent in writing that:

1. You are acquiring the SAFTs for your own account, and not with a view to resale or distribution;
2. Your overall commitment to invest is not disproportionate to your net worth, and your capital contribution to the Token Issuer will not cause such overall commitment to become excessive;
3. You can bear the economic risk of your subscription for an indefinite period of time, and can at the present time afford a total loss of your investment;
4. You have thoroughly read and understand the terms of this Memorandum; and
5. You understand and accept the risks as set forth in this Memorandum.

In addition, you are required to either be an “Accredited Investor” as that term is defined in Rule 501(a) of Regulation D of the U.S. Securities Act of 1933, as amended.

You are deemed an “Accredited Investor” if any of the following apply to you.

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

- a. You are a natural person whose individual net worth (not including the value of your primary residence), or joint net worth with your spouse, presently exceeds USD \$1,000,000;
- b. You are a natural person who had an individual income in excess of USD \$200,000 in each of the two most recent years or joint income with your spouse in excess of USD \$300,000 in each of those years and you reasonably expect reaching the same income level in the current year;
- c. You are a corporation, partnership, limited liability company, or other entity in which all of the equity owners are “Accredited Investors” (each meeting at least one of these suitability requirements);
- d. You are a trust with total assets in excess of USD \$5,000,000 and was not formed for the specific purpose of acquiring SAFTs, the trustee of which has such knowledge and experience in investing and/or financial and business matters that they are capable of evaluating the merits and risks of subscribing to the SAFTs;
- e. You are either a bank, savings and loan association or other financial institution; a registered securities broker or securities dealer; an insurance company; a registered investment company or business development company; a licensed Small Business Investment Company; or a private business development company;
- f. You are a state-sponsored pension plan with total assets in excess of USD \$5,000,000;
- g. You are an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD \$5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are “Accredited Investors” (meeting at least one of the listed suitability requirements);
- h. You are a non-profit organization described in section 501(c)(3) of the U.S. Internal Revenue Code that was not formed for the specific purpose of acquiring SAFTs and have total assets in excess of USD \$5,000,000; or
- i. You are a director, executive officer, or manager of the Token Issuer or its Affiliates.

In addition, to subscribe you must be either a Permitted U.S. Person or a non-U.S. Person. A “Permitted U.S. Person” includes a U.S. Person who is either an “Accredited Investor” or a “Qualified Purchaser” as defined under U.S. federal securities laws\*.

A “U.S. Person” is a person described in one or more of the following paragraphs:

---

\* Rule 501(a) of Regulation D of the U.S. Securities Act of 1933, as amended, defines an “Accredited Investor” to be (i) a natural person whose individual net worth (not including the value of their primary residence), or joint net worth with your spouse, presently exceeds USD \$1,000,000; (ii) a natural person who had an individual income in excess of USD \$500,000 in each of the two most recent years or joint income with their spouse in excess of USD \$300,000 in each of those years and they reasonably expect reaching the same income level in the current year; (iii) a corporation, partnership, trust, limited liability company, or other entity in which all of the equity owners are “Accredited Investors”; (iv) a trust with total assets in excess of USD \$5,000,000 and was not formed for the specific purpose of acquiring the Token Issuer’s SAFTs, the trustee of which has such knowledge and experience financial and business matters that it is capable of evaluating the merits and risks of subscribing to the Token Issuer’s SAFTs; (v) a bank, savings and loan association or other financial institution, a registered securities broker or securities dealer, or an insurance company; (vi) a registered investment company or business development company, a licensed Small Business Investment Company, or a private business development company; (vii) a state-sponsored pension plan with total assets in excess of USD \$5,000,000; (viii) an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD \$5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are “Accredited Investors”; (ix) a non-profit organization described in section 501(c)(3) of the U.S. Internal Revenue Code that was not formed for the specific purpose of acquiring the Token Issuer’s SAFTs having total assets in excess of USD \$5,000,000; or (x) a director, executive officer, or manager of the Token Issuer or a director, executive officer, or manager of the Token Issuer’s affiliates. Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended, defines “Qualified Purchaser” as including (i) any natural person(s) or company who owns not less than USD \$5,000,000 in investments, or (ii) any person, acting for its own account or the accounts of other Qualified Purchasers, who in the aggregate owns and invests on a discretionary basis, not less than USD \$25,000,000 in investments. The Token Issuer intends to limit the Offering to “Accredited Investors” only.

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

1. With respect to any person, any individual or entity that would be a U.S. Person under Regulation S of the U.S. Securities Act of 1933, as amended.

2. With respect to individuals, any U.S. citizen or “resident alien” within the meaning of U.S. income tax laws as in effect from time to time. Currently, the term “resident alien” is defined under U.S. income tax laws to generally include any individual who (i) holds an Alien Registration Card (a “green card”) issued by the U.S. Immigration and Naturalization Service or (ii) meets a “substantial presence” test. The “substantial presence” test is generally met with respect to any current calendar year if (i) the individual was present in the U.S. on at least 31 days during such year and (ii) the sum of the number of days on which such individual was present in the U.S. during the current year, 1/3 of the number of such days during the first preceding year, and 1/6 of the number of such days during the second preceding year, equals or exceeds 183 days.

3. With respect to persons other than individuals, (i) a corporation or partnership created or organized in the United States or under the law of the United States or any state, (ii) a trust where (a) a U.S. court is able to exercise primary supervision over the administration of the trust and (b) one or more U.S. persons have the authority to control all substantial decisions of the trust and (iii) an estate which is subject to U.S. tax on its worldwide income from all sources.

Each non-U.S. Subscriber for SAFTs will be required to certify to the Token Issuer, among other things that, the SAFTs are not being acquired and will not at any time be held for the account or benefit, directly or indirectly, of any U.S. Person or any non- U.S. Person subject to the above restrictions. SAFT Subscribers are required to notify the Token Issuer immediately of any change in such information. UNLESS THE SAFT SUBSCRIBER IS A PERMITTED U.S. PERSON IT IS THE RESPONSIBILITY OF EACH SAFT SUBSCRIBER TO VERIFY WHETHER THEY ARE A NON-U.S. PERSON THAT WOULD NOT BE PROHIBITED FROM OWNING SAFTS ISSUED BY THE TOKEN ISSUER.

In addition, to subscribe you must represent that the funds you use to subscribe in the Offering were not and are not directly or indirectly derived from any activities that contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws and regulations. U.S. federal regulations and U.S. executive orders administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury prohibit, among other things, the engagement in transactions with, and the provision of services to, certain non-U.S. countries, territories, entities and individuals. The lists of the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by the OFAC (the “OFAC Programs”) prohibit dealing with individuals or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list; By subscribing in the Offering you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this investment is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that we may not accept your subscription you cannot make the representation set forth in the preceding sentence. By subscribing in the Offering you agree to promptly notify the Token Issuer should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, we may be obligated to “freeze the account” of any Subscriber, either by prohibiting additional subscriptions from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that we may also be required to report such action and to disclose your identity to the OFAC. Also, by subscribing in the Offering you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with your subscription is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure (as those terms are defined by law or regulations) of a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Also, if you are affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Token Issuer that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

We shall rely upon the accuracy of your representations as to each of the above items. We may, but under no circumstances shall we be obligated to, require additional evidence you meet the standards set forth above at any time prior to acceptance of a subscription. You are not obligated to supply any information requested by us, but we may reject a subscription from you or any person who fails to supply such information.

These general standards represent the minimum requirements for you to become a SAFT Subscriber of the Token Issuer and does not necessarily mean if you meet all of these requirements that you are qualified to subscribe in the Offering. Moreover, we reserve the right to modify our suitability standards on a case-by-case basis in view of your financial circumstances or experience in such matters or for any or no reason in our sole discretion. We also reserve the right to reject your subscription for any or no reason, in our sole discretion.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

TABLE OF CONTENTS

---

IMPORTANT NOTICES ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM .....	iv
U.S. STATE NOTICE LEGENDS .....	v
WHO MAY SUBSCRIBE .....	xvii
TABLE OF CONTENTS .....	xx
SUMMARY OF THE OFFERING .....	1
REPRESENTATIONS.....	8
A WARNING ABOUT FORWARD-LOOKING STATEMENTS.....	9
RISK FACTORS .....	9
CERTAIN U.S. INCOME TAX CONSIDERATIONS .....	19
ESTIMATED USE OF PROCEEDS.....	20
DESCRIPTION OF BUSINESS .....	21
DESCRIPTION OF PROPERTY .....	23
COMPENSATION.....	24
CONFLICTS OF INTEREST .....	24
DESCRIPTION OF INVESTMENT CONTRACTS .....	25
TOKEN ALLOCATION AND PLAN OF DISTRIBUTION .....	25
RESTRICTIONS ON TRANSFERS .....	28
LEGAL PROCEEDINGS .....	28
EXPERTS.....	28
SALES LITERATURE .....	28
SELECT DEFINITIONS .....	28
WHERE TO OBTAIN MORE INFORMATION .....	31
EXHIBITS:	
WHITEPAPER .....	A-1
FINANCIAL INFORMATION .....	B-1
SUBSCRIPTION INFORMATION & INSTRUCTIONS AND FORM OF SAFT .....	C-1

OFFERING MEMORANDUM  
SUMMARY OF THE OFFERING\*  
of the  
SIMPLE AGREEMENT FOR FUTURE TOKENS  
to be issued by  
ADVENT ENTERTAINMENT, LLC



\*NOTE: This term sheet is a summary of the principal terms and conditions for subscribing to the Simple Agreement for Future Tokens (the "SAFT") of ADVENT ENTERTAINMENT, LLC, a Utah company ("we", "our", "us", or the "Token Issuer"). The terms and conditions set forth hereafter are qualified in their entirety by their more thorough treatment in the Memorandum. Please read the full Memorandum.

Token Issuer	<p>Advent Entertainment, LLC, a Utah company ("we", "our", "us", or the "Token Issuer"). We seek to create film, television and entertainment technology projects which are a socially driven, interactive and worldwide and also to fund associated projects as described herein. In September of 2018, the Token Issuer was formed and we believe that the success of our products and services, which we intend to capitalize and fund through this Offering, will help promote Advent Tokens as international digital security tokens. (See "Use of Proceeds"). There can be no assurance our objectives may be achieved. (See "Risk Factors").</p> <p>Our administrative office is located at 7109 S. Highland Drive, Suite 201, Cottonwood Heights, Utah, 84121, USA. Our main telephone number is 801.916.2526. You may send inquiries via e-mail to <a href="mailto:support@advententertainment.com">support@advententertainment.com</a>.</p>
Advent Digital Security Token Market Overview	<p>Advent is a digital security token with the vision to create film, television and entertainment technology projects which are a socially driven, interactive and worldwide. This digital security token is about the experience of life and dreams -- cutting edge technology combined with the worldwide love of film, television, music, games, augmented reality and virtual reality. See digital characters, whirlwinds and space ships in the lobbies of theaters before and after the film. This is the world of Advent.</p>
Advent Token	<p>Advent is an ERC-20 digital security token built on the Ethereum network. ERC-20 is a technical standard used for smart contracts on the Ethereum blockchain for implementing tokens. ERC stands for Ethereum Request for Comment, and 20 is the number that was assigned to this request. ERC-20 defines a common list of rules for Ethereum tokens to follow within the larger Ethereum ecosystem, allowing developers to accurately predict interaction between tokens. These rules include how the tokens are transferred between addresses and how data within each token is accessed. Like other distributed ledger technologies, it allows for the peer-to-peer electronic exchange of coins. Purchasers of Advent may transfer the Advent digital security tokens to others without the necessity of any trusted third-party financial institution.</p>

\* Note: This summary alone does not constitute an offer to sell SAFTs by the Token Issuer. An offer may be made only by an authorized representative of the Token Issuer and the recipient must receive a complete, original, numbered Memorandum, including all Exhibits.

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

Offering	<p>We are offering subscriptions to our Simple Agreement for Future Tokens (the “SAFT”) to “Accredited Investors” only on a “best efforts” and “maximum / minimum” basis (the “Offering”). The Offering is being conducted in accordance with Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made. The SAFTs are not available to the general public. With limited exceptions, the SAFTs are not available to persons who are not “Accredited Investors”.</p>						
SAFT and Advent Tokens	<p>The SAFT grants the Subscriber the opportunity to receive in the future one or more Advent Tokens (“HRC” or the “Tokens”) as described in this Memorandum. The Tokens and our overall strategy and business model are more fully described in the Token Issuer’s Whitepaper attached and incorporated into this Memorandum as Exhibit A. The form of our SAFT is attached and incorporated into this Memorandum in Exhibit C.</p>						
Token Allocation and Plan of Distribution	<p>We expect that USD \$50,000,000 or more in value of Advent Tokens may be issued and distributed pursuant to the SAFTs subscribed for in the Offering and/or subsequent to this Offering on the same or alternative or materially different terms in our sole discretion.</p> <p>There is a pre-determined number of Advent Tokens.</p> <p>There are a total of 500,000,000 in existence. The max cap of Advent Tokens is 500,000,000. All of such Tokens are under the Token Issuer’s control.</p> <p>350,000,000 Advent Tokens held by the Token Issuer will be available for sale to accredited investor Subscribers through this Offering.</p> <p>The remaining 30% (150,000,000 or the balance of the Advent Tokens held by the Token Issuer) will be (i) issued to our founders, team, advisors, and Affiliates; (ii) distributed pursuant to the “Bonus” program described herein; (iii) retained as contingency reserves; (iv) utilized for marketing, business investments, or business operations; (v) contributed toward charitable causes; (vi) awarded to early investors or contributors or developers; and/or (vii) utilized in other areas or for other purposes in the Token Issuer’s sole and absolute discretion.</p> <p>This estimated and forecasted Token allocation and distribution is illustrated in the following table which uses approximate numbers and is subject to material change:</p> <table> <tr> <td>Advent Token Count Total</td><td>500,000,000</td></tr> <tr> <td>Reserved for Advent Entertainment, LLC</td><td>150,000,000</td></tr> <tr> <td>506(c) SAFT Offering to Accredited Investors Only</td><td>350,000,000</td></tr> </table>	Advent Token Count Total	500,000,000	Reserved for Advent Entertainment, LLC	150,000,000	506(c) SAFT Offering to Accredited Investors Only	350,000,000
Advent Token Count Total	500,000,000						
Reserved for Advent Entertainment, LLC	150,000,000						
506(c) SAFT Offering to Accredited Investors Only	350,000,000						
“Air Drop Incentive Program”	<p>At the conclusion of our 506(c) SAFT Offering to Accredited Investors, it is possible and/or anticipated that some portion of the Advent Tokens may remain unsold. Rather than burn or destroy excess Tokens, if any, we will initiate an “Air Drop Incentive Program”, the duration of which shall last for a term of 10 years from the date the 506(c) SAFT Offering to Accredited Investors Only closes. We believe the Air Drop Incentive Program will encourage the long-term holding of Advent Tokens.</p> <p>The total Tokens reserved for the Air Drop Incentive Program will be determined by the amount sold in the 506(c) SAFT Offering to Accredited Investors Only. Any remaining unsubscribed SAFTs or Advent Tokens will be placed in the Air Drop Incentive Program wallet:</p>						

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

These remaining unreserved coins will be reserved for entertainment and technology projects funded from the sale and/or use of Air Drop Advent Tokens that may be pursued by the Token Issuer and/or our Affiliates. A portion of the profits derived from such projects will be converted back into Advent Tokens and added to the Air Drop Incentive Program. For example, if a particular project is partially funded by the Air Drop Advent Tokens with an associated back-end portion of profit percentage of 20% and the project derives total profits of \$100,000,000 US dollars, we will convert \$20,000,000 (20% of the back-end profits of the project) into Advent Tokens and distribute such Tokens pro rata among all existing Advent holders along with the next scheduled Air Drop. Thus, Advent holders will derive a benefit from many of the films, television shows and innovative technology projects created by the Token Issuer and/or our Affiliates. Back-end percentages for projects will vary as each deal may be different. The schedule of the Air Drop Incentive program will be determined by the Company. The total amount of tokens associated with each Air Drop will be divided among all current Advent Token owners.

Each allocation would be distributed from time to time to then-existing Advent Token holders. If someone sells or conveys their Advents to a new holder prior to any Air Drop Incentive Program distribution, then the new holder would receive the next Air Drop allocation. Thus, only current Advent holders will benefit from any future Air Drops. We believe the Air Drop Incentive Program should encourage long-term interest in holding Advent. The Air Drop Incentive Program schedule of Air Drops will be determined by the company.

### SAFT Subscriptions, “Bonuses” and Profit Participation

The minimum SAFT subscription is USD \$25,000, which may be waived in our sole discretion. The Offering may be extended, withdrawn, or closed at any time in our sole discretion without notice.

The Subscription Price of Advent is equal to USD \$0.30 per Advent (“Advent”) Token plus one or more “Bonuses” according to the following schedules:

“Bonus 1” based upon time of Subscription:

October 2, 2018 through November 30, 2018: 50% Bonus

November 30, 2018 through December 31, 2018: 25% Bonus

January 1, 2019 and beyond: in the sole discretion of the Token Issuer.

“Bonus 2” based upon Subscription Amount:

\$1,000,000 up to \$4,999,999.99: 10% Bonus

\$5,000,000 up to \$9,999,999.99: 20% Bonus

\$10,000,000 up to \$14,999,999.99: 30% Bonus

\$15,000,000 up to \$19,999,999.99: 40% Bonus

\$20,000,000 or more: 50% Bonus

For example, and for illustrative purposes only, in the hypothetical event a Subscriber’s funds of USD \$900,000 are received by the Token issuer on October 28, 2018 at USD \$.30 per Advent Token, such Subscriber shall be entitled to receive 4,500,000 Advent Tokens (i.e., 3,000,000 plus a 50% Bonus (1,500,000)) upon fulfillment by the Token Issuer. If the same Subscriber were to, instead, subscribe with USD \$12,000,000 on such date, then the same would be entitled to receive 72,000,000 Advent Tokens (i.e., 40,000,000 plus a 50% Bonus (20,000,000) plus an additional 30% Bonus (12,000,000)) upon fulfillment by the Token Issuer. After January 1, 2019, these terms may be withdrawn or modified at any time in the Token Issuer’s sole discretion.

Profit participation in individual projects of the Advent Film and Television Slate is offered to interested investors into the Offering Memorandum of Advent Entertainment, LLC. Profit participation in a specific project or into several projects will be according to an agreement



# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

signed by the Investor and Advent Entertainment, LLC. Back-end participation will be specific to a certain project or to certain projects according to contracted guidelines. Each project will have Production and Print and Advertising Budgets. The total of these budgets is the "Total Budget" required for such project. Investors of a project collectively shall be entitled to 50% of the "Producer's Gross" of the project (which includes all revenue streams for the project including but not limited to worldwide theatrical release, television, DVD/Blu ray, internet, merchandising, licensing, soundtrack) "Investor's Back-End Participation." Each investor who has invested into Advent through the Offering Memorandum and signed a "Profit Participation" agreement for a specific project shall be entitled to a prorated share of the Investor's Back-End Participation for such project.

For example and for illustrative purposes only, if a Total Budget for the production of a feature film is \$10 million US dollars and an Investor had, through the Advent Offering Memorandum, invested \$1 million US dollars, received their Advent Tokens and signed a Profit Participation Agreement for such production with Advent Entertainment, LLC, then such Investor shall be entitled to 10% of the Investor's Back-End Participation for such production. If the film is released and receives \$20 million US dollars profit to Advent Entertainment, LLC in worldwide theatrical release and an additional \$30 million profit to Advent Entertainment, LLC through additional ancillary revenues of television, DVD/Blu ray, internet, merchandising, licensing, soundtrack for a total of \$50 million US dollars then the total Producer's Gross would be \$50 million US dollars. The Investor's Back-End Participation would then be \$25 million US dollars and the Investor who had invested \$1 million US dollars will receive 10% of the \$25 million US dollars which would be \$2.5 million US dollars.

### Forms of Subscription Payment

Subscriptions may be received in U.S. dollars (USD), Bitcoin, Ether, Litecoin and other cryptocurrencies. The SAFTs shall be deemed in U.S. dollars, and payments in Bitcoin, Ether and Litecoin shall be valued in U.S. dollars at an exchange ratio equivalent to the volume-weighted average hourly price of Bitcoin, Ether and Litecoin across exchanges in the one hour preceding the entry of your Subscription; *provided, however*, that in the event that such exchanges experience technical issues in such period that affect the accuracy of the volume-weighted average price, the Token Issuer will use its reasonable best efforts to determine the volume-weighted average price of cryptocurrencies for such period.

### Estimated Use of Proceeds

Our current estimated use of proceeds from the Offering, subject to substantial and material change in our sole discretion, may be allocated in our sole discretion to fund a multitude of projects and ventures being pursued by Advent Entertainment, LLC, including, but not limited to other entities or projects which may be deemed by our management as beneficial to us. Such projects or entities shall be engaged in U.S. domestic and international operations, research and development, production, licensing, employees and employee benefits, computer hardware and software purchase and development, legal fees, domestic and international marketing, office space, acquisition of real estate, development and production of feature films and television shows, development and production of music and investment into actors, artists and musicians. We may also utilize the proceeds of the Offering for any other business-related expenses including, but not limited to, Offering expenses, legal, accounting, due diligence, overhead, marketing expenses, retirement of debt, settlements, interest payments, redemptions, etc.

### Risk Factors

The SAFTs and Tokens are not without risk. See "Risk Factors".

### Short-Term Investments

Amounts held by the Token Issuer pending investment, reinvestment, or distribution may be placed in conservative, short-term flexible instruments.

### Management Team

See "Executive Management Team". We may also employ other persons to manage our activities, including but not limited to, traders, analysts, investment advisors, accountants, attorneys, risk managers, statisticians, computer technicians, investment banking

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

consultants, etc. We may also enlist the services of other professionals if deemed in the best interest of the Token Issuer.

Closing of Offering	Applications to subscribe for SAFTs may be received until such closing date as may be established by the Token Issuer.
Transfer of SAFTs or Tokens	<p>Neither SAFTs nor Tokens may not be transferred without the prior written consent of the Token Issuer and/or without having satisfied Rule 144 of the U.S. Securities Act or other exemptions, if applicable (examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities</p> <p>counsel as to such matters). Each SAFT Subscriber will be required to agree that they will not make a market in the SAFTs or Tokens and that they will not effect the transfer of the SAFTs or Tokens on an established securities market, a secondary market or the substantial equivalent thereof.</p>
Retraction	We may compulsorily redeem the SAFTs of any Subscriber to ensure compliance with securities laws or for any or no reason.
Expenses	The associated costs of the Offering and marketing of our SAFTs will be paid for by the Token Issuer. We will also pay certain expenses in connection with our operations, including the fees of our functionaries, accounting, legal, and other professional costs and out-of-pocket expenses of our Token Issuer, some or all of whom may be Affiliates (See "Compensation" and "Conflicts of Interest").
How to Subscribe	<p>To subscribe, please receive and read our Memorandum, and send the following documents:</p> <p>1. An executed copy of the "Suitability Questionnaire", together with one of the following forms of evidence (see options A, B, C, or D, below) verifying to us that you are an "Accredited Investor" (see "Who May Subscribe" section of this Memorandum):</p> <p><b>A.</b> If you are a natural person claiming status as an Accredited Investor based upon your net worth:</p> <ol style="list-style-type: none"><li>1. A copy of your most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing your assets; and</li><li>2. A copy of you most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing your liabilities.</li></ol> <p>OR</p> <p><b>B.</b> If you are a natural person claiming status as an Accredited Investor based upon your income:</p> <ol style="list-style-type: none"><li>1. A copy of your federal tax returns for the past two (2) most recent years; and</li><li>2. A written representation from you that you reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.</li></ol> <p>OR</p> <p><b>C.</b> A written confirmation from one of the following independent third parties (i.e., who do not work for the Token Issuer or its Affiliates) that they have taken reasonable steps to verify your status as an Accredited Investor:</p> <p>FINRA registered broker-dealer or investment advisor; Attorney in good standing;</p>

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

Certified public accountant (CPA) in good standing; or  
Such other third party professional deemed reasonable by the  
Token Issuer.

OR

D. Such other independent documentation or evidence deemed reasonable by  
the Token Issuer to verify your status as an Accredited Investor.

AND

2. An executed copy of the "Simple Agreement for Future Tokens" to the following  
address, together with your check or bank wire confirmation number:

ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, Utah, USA  
Telephone: 801.916.2526  
E-mail: [support@advententertainment.com](mailto:support@advententertainment.com)

FOR BANK WIRE COORDINATES, PLEASE CONTACT US.

If your subscription is accepted, the Token Issuer will return a countersigned copy of your SAFT effective as of the date of receipt of your funds (the "Effective Date"). If rejected, all monies tendered will be returned to you in full without interest or further obligation. To subscribe electronically, please visit the Token Issuer's website at [www.adventtoken.com](http://www.adventtoken.com).

\*Notice

The foregoing summary is qualified in its entirety by the ADVENT ENTERTAINMENT, LLC ("we", "our", "us", or the "Token Issuer") Offering Memorandum as may be amended or supplemented from time to time (the "Memorandum") which contains more complete information including risk factors. This summary also contains forward-looking statements and hypothetical economic forecasts that may not be realized. By receiving or viewing this summary, you acknowledge and agree not to rely upon it in making an investment decision. Please read the Memorandum. By receiving or viewing this summary, you acknowledge and agree that (i) all of the information contained herein is subject to confidentiality between yourself and the Token Issuer and/or its Affiliates; (ii) you will not copy, reproduce or distribute this summary or the Memorandum, in whole or in part to any person or party without the prior written consent of the Token Issuer and/or without having satisfied Rule 144 of the U.S. Securities Act, if applicable; (iii) in the event you do not invest you will return this summary and the Memorandum as soon as practicable to the Token Issuer, together with any other summary relating to the Token Issuer or its Affiliates in your possession. This summary does not constitute or form a part of any offer to sell or solicitation to buy securities nor shall it or any part of it form the basis of any contract or commitment whatsoever. Without limiting the foregoing, this summary does not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not permitted under applicable law or to any person or entity who is not an "Accredited Investor" as defined under Rule 501(a) of the U.S. Securities Act of 1933, as amended, or who does not possess the qualifications described in the Memorandum. PLEASE READ THE MEMORANDUM.

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

FOR MORE INFORMATION, PLEASE CONTACT US:

ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA  
Telephone: 801.916.2526 E-mail: [support@advententertainment.com](mailto:support@advententertainment.com)

\* \* \* \* \*

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

### SOURCES OF INFORMATION

This Memorandum contains summaries of and references to certain documents which are believed to be accurate and reliable. Complete information concerning these documents is available for your inspection or your duly authorized financial consultants and advisors. All documents relating to the Token Issuer will be made available to you or your representatives at our administrative offices in Orem, Utah, or via electronic file share in our Token Issuer's sole discretion. In some cases, a confidentiality and non-circumvention agreement must be signed. The officers, directors, or managers of our Token Issuer are available by telephone or by appointment to provide answers to questions concerning the Token Issuer, the SAFT, and the Tokens. NO REPRESENTATIVE HAS BEEN AUTHORIZED TO GIVE YOU ANY INFORMATION OTHER THAN THAT SET FORTH IN THIS MEMORANDUM.

### REPRESENTATIONS

This Memorandum has been prepared to provide you with information concerning the risk factors, terms and proposed activities of the Token Issuer and to help you make an informed decision before subscribing. However, neither the delivery of this Memorandum to you nor any sales made hereunder shall create any implication that there has been no change in our affairs since the date on the cover of this Memorandum. Also, there are terms used throughout this Memorandum which may be unfamiliar to some readers. Please refer to the Definitions section of this Memorandum.

This Memorandum does not constitute an offer or solicitation to anyone in any state or jurisdiction in which such an offer or solicitation is not authorized. Any reproduction or distribution of this Memorandum in whole or in part or the divulgence of any of its contents without our prior written consent is strictly prohibited. By accepting delivery hereof, you agree to return this Memorandum and all associated documents to the Token Issuer to its administrative office address unless you subscribe.

We reserve the right to proceed with our objectives at any time. The Token Issuer need not receive subscriptions of any minimum amount to commence utilizing funds. Such funds will not be escrowed and shall become available for our immediate use. We reserve the right to obtain financing and capitalization from Affiliates, employees, principals, industry participants, private partners, or to others on terms other than those outlined in this Memorandum. We reserve the right to offer back-end participation on specific projects to interested investors as part of a negotiation for the purchase of Advent Tokens. In addition, we reserve the right to terminate the Offering without notice at any time.

The SAFTs are offered in reliance upon exemptions from registration under the U.S. Securities Act of 1933, as amended, and applicable exemptions in U.S. states and/or other non-U.S. jurisdictions. Accordingly, the SAFTs and Tokens are deemed "restricted securities" as such term is defined under U.S. federal and U.S. state securities laws and other applicable jurisdictions and cannot be subsequently sold or transferred without registration or reliance, to the satisfaction of counsel for the Token Issuer, that an exemption from registration is available.\* You should be aware that no market for our Tokens presently exists and there can be no assurance that a market will ever materialize.

The SAFTs offered hereby are not registered under the U.S. Trust Indenture Act of 1939, as amended (the "TIA"), pursuant to an exemption claimed under Section 304(b) of the TIA. Consequently, our Whitepaper may not contain all of the provisions required by the TIA to the extent the TIA is applicable it at all. The TIA would provide for oversight and substantive government review that will not be present under the terms of the present Offering. We are not registered as an "investment company" as such term is defined under the U.S. Investment Company Act of 1940, as amended (the "ICA"), but claim an exemption therefrom pursuant to Section 3(c)(1) and/or 3(c)(7) thereunder in the event the ICA is applicable to us if at all.

We are not currently subject to ongoing information disclosure requirements of the U.S. Securities and Exchange Act

---

\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters.

## ADVENT CRYPTOCURRENCY SAFT

### OFFERING MEMORANDUM

of 1934, as amended, and most likely will not be subject to such requirements after the completion of the Offering. Accordingly, we are not required to provide quarterly or annual reports to Subscribers, although we intend to issue updates on our progress as warranted.

Throughout this Memorandum reference is made to certain information not contained in this document. If you wish to read the referenced material, we will attempt to provide it for you so long as procuring such information is not unduly expensive or burdensome. Please call us at 801.691.1059 or e-mail us at support@Advent.com to inquire about referenced information.

Any clerical mistakes or errors in this Memorandum are ministerial in nature and are not a material factual misrepresentation or a material omission of fact and may be corrected or clarified at any time without notice.

### A WARNING ABOUT FORWARD-LOOKING STATEMENTS

Some of the statements in this Memorandum, expressly including “Risk Factors” in this Memorandum as well as those statements using words such as “aim”, “anticipate”, “assume”, “believe”, “estimate”, “expect”, “intend”, “plan”, “predict”, “project”, “seek”, “will”, “shall”, and comparable terms, are forward-looking statements. You should exercise extreme caution with respect to all forward-looking statements made in this Memorandum. Forward-looking statements are not statements of historical fact, and they reflect our views and assumptions as of the date of this Memorandum regarding future events and operating performance. All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there are important factors that could cause our actual results to differ materially from those indicated in these statements. We believe that these factors, include, but are not limited to, those described under “Risk Factors” in this Memorandum and the following:

- Statements regarding the blockchain-related or digital security token industry and the opportunity to profit within such industry;
- Competition, pricing, level of production or the regulations that may affect the profitability and ownership of our Tokens;
- Statements regarding our plans and objectives including, without limitation, the size and nature of the costs we expect to incur and persons and services we may employ; and
- Any statements of other than historical fact.

This list of factors is not exhaustive and should be read with the other cautionary statements that are included in this Memorandum. Market data, if used in this Memorandum, were obtained from industry sources as well as from research reports prepared for other purposes. We have not independently verified the data obtained from these sources and we cannot assure you of the accuracy or completeness of the data. Forward-looking information obtained from these sources is subject to the same qualifications and the additional uncertainties regarding the other forward-looking statements in this Memorandum. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this section. You should specifically consider the factors identified in this Memorandum that could cause actual results to differ from those discussed in the forward-looking statements before making an investment decision. We do not undertake any obligation to publicly update or review any forward-looking statement, whether as a result of new information, future events or otherwise.

### RISK FACTORS

*A subscription in the Offering involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Memorandum and the SAFT, before making a decision to subscribe. The following risks entail circumstances under which, our business, financial condition, results of operations and prospects could suffer.*

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

### RISKS OF OUR SIMPLE AGREEMENT FOR FUTURE TOKENS (SAFT)

*Participation in blockchain-related offerings like the Token Issuer's Offering involves a high degree of risk.*

The startup blockchain and digital security token market is highly competitive. The number of new startups is vast and the percentage of companies that survive and prosper is small. Blockchain or digital security token startups often experience unexpected problems in the areas of product development, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, startups may require substantial amounts of financing, which may not be available through institutional private placements, the public markets or otherwise.

*We may be forced to cease operations or take actions that result in a Dissolution Event.*

It is possible that, due to any number of reasons, including, but not limited to, an unfavorable fluctuation in the value of cryptographic and fiat currencies, the inability by the Token Issuer to establish the Tokens' utility among users, the failure of commercial relationships, or intellectual property ownership challenges, the Token Issuer may no longer be viable to operate and the Token Issuer may dissolve or take actions that result in a Dissolution Event.

*The SAFTs and may not be transferred absent registration or exemption from registration.*

The terms of the SAFT prohibit transfer of the SAFT without the Token Issuer's consent and absent an available exemption from registration.\* As a result, Subscribers will be required to hold their SAFT until the delivery of Tokens, or the termination of the SAFT pursuant to the provisions set forth therein. Consequently, Subscribers must be prepared to bear the risk of a subscription to the SAFT until the termination of the SAFT pursuant to the terms set forth therein. Despite the presence of bid and ask quotations for Advent Tokens on third-party exchanges you must assume the risks of purchasing an illiquid asset and there is no guarantee your Tokens may be subsequently listed and/or exchanged through such a trading platform. Transferability of SAFTs and/or Tokens is limited and there is no guarantee that any market will develop. Consequently, you should not expect to be able to readily liquidate your subscription to the SAFTs and/or Tokens.

*The tax treatment of the SAFT, the rights contained therein and the Token distribution is uncertain and there may be adverse tax consequences for Subscribers upon certain future events.*

The tax characterization of the SAFT and the Tokens is uncertain, and each Subscriber must seek their own tax advice in connection with a subscription to the SAFT. An investment pursuant to the SAFT and the purchase of Tokens pursuant thereto may result in adverse tax consequences to Subscribers, including withholding taxes, income taxes and tax reporting requirements. Each Subscriber should consult with and must rely upon the advice of its own professional tax advisors with respect to the United States and non-U.S. tax treatment of a subscription to the SAFT and the purchase rights contained therein.

### RISKS ASSOCIATED WITH OUR TOKENS

*We may incur liabilities that may exceed our available capital or resources.*

There is the possibility that, due to factors beyond our ability to predict or control, our obligations to users of our Tokens or consumers of the value propositions, products and/or services of our company or associated partnerships or companies may exceed our available capital or that we may become insolvent or otherwise fail in our objectives. There is also the possibility of systemic failures in the blockchain ecosystem and/or failure of adoption of the value propositions, products and/or services of one or more of our Affiliated Project Companies despite our best efforts to predict and protect against such downside risks. No token, including our Advent Token, is "bulletproof" or not susceptible to being overrun or compromised. Any such events could have a material adverse effect upon the utility or value of the Token and/or cause our company to become insolvent and fail in its designed purposes.

---

\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters.

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

*Our Token may not be widely adopted and may have limited users.*

It is possible that our Token will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in Advent Tokens. Such a lack of use or interest could negatively impact the value and potential utility of our Tokens.

*Alternative networks may be established that compete with or are more widely used than our Tokens.*

It is possible that alternative cryptocurrencies could be established that utilize the same or similar open source code and protocol underlying our Tokens and attempt to facilitate services that are materially similar to our Tokens. Our Token may compete with these alternatives, which could negatively impact the value and utility of the Tokens.

*The open-source structure of our Tokens protocol means that our Tokens may be susceptible to developments by users or contributors could damage our Tokens and our reputation and could affect the utilization of our Tokens.*

Our Tokens will operate based on an open-source protocol maintained by us and other contributors. As an open source project, our Tokens will not be represented, maintained or monitored by an official organization or authority. The open-source nature of our Tokens protocol means that it may be difficult for the Token Issuer or contributors maintain or develop the integrity of the Token and the Token Issuer may not have adequate resources to address emerging issues or malicious programs adequately or in a timely manner. Third parties not affiliated with the Token Issuer may introduce weaknesses or bugs into the core infrastructure elements of our Tokens and open-source code which may negatively impact our Tokens. Such events may result in a loss of trust in the security and operation of our Tokens and a decline in user activity and could negatively impact the value or utility of the Tokens.

*Our Token protocol may be the target of malicious cyberattacks or may contain exploitable flaws in its underlying code, which may result in security breaches and the loss or theft of Tokens. If our Token protocol's security is compromised or if our Token protocol is subjected to attacks that frustrate or thwart our users' ability to access our Token protocol, their Tokens or the Token protocol products and services, users may cut back on or stop using our Token protocol altogether, which could seriously curtail the utilization of the Tokens and cause a decline in the value and utility of the Tokens.*

Our Token protocol's structural foundation, the open-source protocol, the software application and other interfaces or applications built upon our Token protocol are still in an early development stage and are unproven, and there can be no assurances that our Token protocol and the creating, transfer or storage of the Tokens will be uninterrupted or fully secure which may result in a complete loss of users' Tokens or an unwillingness of users to access, adopt and utilize our Token protocol. Further, the Token protocol may also be the target of malicious attacks seeking to identify and exploit weaknesses in the software or our Token protocol which may result in the loss or theft of Tokens. For example, if our Token and our Token protocol are subject to unknown and known security attacks (such as doublespend attacks, 51% attacks, or other malicious attacks), this may materially and adversely affect the Token protocol. In any such event, if our Token protocol is not widely adopted, Subscribers may lose all of their investment.

### RISKS RELATED TO BLOCKCHAIN TECHNOLOGIES AND DIGITAL ASSETS

*The regulatory regime governing blockchain technologies, cryptocurrencies, tokens and token offerings such as our Tokens is uncertain, and new regulations or policies may materially adversely affect the development of our Token protocol and the utility of the Tokens.*

Regulation of tokens (including our Token) and token-related offerings such as the Offering, cryptocurrencies, blockchain technologies, and digital security token exchanges currently is undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of our Token protocol and the adoption and utility of the Tokens. Failure by the Token Issuer, our Affiliates, or certain users of our Token protocol to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.



# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

*As blockchain networks and blockchain assets have grown in popularity and in market size, U.S. federal and state agencies, as well as non-U.S. financial regulators and government authorities, have begun to take interest in, and in some cases regulate, their use and operation.*

In the case of virtual currencies, U.S. state regulators like the New York Department of Financial Services have created new regulatory frameworks. Others, as in the U.S. state of Texas, have published guidance on how their existing regulatory regimes apply to virtual currencies. Some U.S. states, like New Hampshire, North Carolina, and Washington, have amended their state's statutes to include virtual currencies into existing licensing regimes. Treatment of virtual currencies continues to evolve under U.S. federal law as well. The U.S. Department of the Treasury, the U.S. Securities Exchange Commission (SEC), and the U.S. Commodity Futures Trading Commission (CFTC), for example, have published guidance on the treatment of virtual currencies. The U.S. Internal Revenue Service (IRS) has released guidance treating virtual currency as property that is not "currency" for U.S. federal income tax purposes, although there is no indication yet whether U.S. courts or U.S. federal or state regulators will follow this classification. Both U.S. federal and state agencies have instituted enforcement actions against those violating their interpretation of existing laws. The regulation of non-currency use of blockchain assets is also uncertain. The CFTC has publicly taken the position that certain blockchain assets are commodities, and the SEC has issued a public report stating federal securities laws require treating some blockchain assets as securities. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a blockchain network or asset, our Tokens may be materially and adversely affected. Blockchain networks also face an uncertain regulatory landscape in many non-U.S. jurisdictions such as the European Union, China and Russia. Various non-U.S. jurisdictions may, in the near future, adopt laws, regulations or directives that affect our Token protocol. Such laws, regulations or directives may conflict with those of the United States or may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of our Token protocol and the adoption and utility of the Tokens. New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which the Tokens may be exchanged, the liquidity of the Tokens, the ability to access marketplaces or exchanges on which to trade the Tokens, and the structure, rights and transferability of Tokens.

*The SAFT and/or the Issuance of Tokens May Constitute the Issuance of a "Security" Under U.S. Federal Securities Laws.*

On July 105, 2017, the U.S. Securities and Exchange Commission (SEC) issued a Report of Investigation under Section 21(a) of the Securities Exchange Act of 1934 (the "Exchange Act") describing an SEC investigation of an ICO issuer and its use of distributed ledger or blockchain technology to facilitate the offer and sale of tokens to raise capital. The SEC applied existing U.S. federal securities laws to this new paradigm, determining that the tokens were securities. The SEC stressed that those who offer and sell securities in the U.S. are required to comply with federal securities laws, regardless of whether those securities are purchased with virtual currencies or distributed with blockchain technology. If our SAFT and/or Tokens are "securities" under U.S. federal securities laws then we are required to either register them under the U.S. Securities Act or find an applicable exemption from registration for such transactions. The registration of our SAFT and/or Tokens under the U.S. Securities Act would result in significant delay in the issuance of Tokens and would require us to incur substantial additional expense. Therefore, we will endeavor to conduct the Offering pursuant to available exemptions from registration under existing U.S. federal and state securities laws and available exemptions in applicable non-U.S. jurisdictions. There can be no assurance we will qualify for such exemptions.

*The Offering may be subject to registration under the U.S. Securities Exchange Act of 1934 (the "Exchange Act") if the Token Issuer has assets above USD \$10 million and more than 2,000 Subscribers participate in the Offering.*

Under applicable U.S. securities laws, companies with total assets above USD \$10 million and more than 2,000 holders of record of its equity securities, or 500 holders of record of its equity securities who are not accredited investors, must register that class of equity securities with the SEC under the Exchange Act. With the capital raised from the Offering, we may surpass USD \$10 million in assets as we build out our Token protocol. Furthermore, our SAFTs are likely considered "securities" under U.S. securities law and because there is the possibility that the

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

Offering may surpass 2,000 Subscribers, we may be deemed by the SEC to have more than 2,000 holders of record of our “equity securities” following the Offering. We do not believe that our SAFT will be considered an “equity security” even if it is a security. However, if these two conditions are met (i.e., the SAFT being both a “security” and an “equity security”), then we would have to register the Offering with the SEC, which would be a laborious and expensive process. If such registration takes place, much of the information regarding the Offering would become available to the public. We would possibly have the ability to avoid registration in such a scenario if the SAFTs convert into the Tokens prior to the last day of our fiscal year, but, due to the unpredictable nature of complex software development there are no guarantees.

*SAFT Subscribers will have no control and we may only have limited control once the Tokens are delivered.*

Our Token is comprised of open-source technologies that depend on a network of computers to run certain software programs to process transactions. Because of this less centralized model, we have limited control over our Token. For example, we do not have direct access or control to the underlying code upon which HRC is based. Also, HRC Tokens may continue to be mined by miners independent of the Token Issuer or its Affiliates. In addition, our Subscribers are not and will not be entitled, to vote or receive dividends or be deemed the holder of capital stock of the Token Issuer or its Affiliated Project Companies for any purpose, nor will anything be construed to confer on the Subscribers any of the rights of a stockholder of the Token Issuer or its Affiliated Project Companies or any right to vote for the election of directors or upon any matter submitted notice of meetings, or to receive subscription rights or otherwise.

*There may be apparent and actual conflicts of interests.*

Certain individuals involved in the development of the Token protocol may encounter potential conflicts of interest in connection with the Token protocol and the interests of the Affiliated Project Companies associated with the Token Issuer, such that said party may avoid a loss, or even realize a gain, when Subscribers in the Tokens are suffering losses. Subscribers to our SAFTs will have no ownership or other interest in the Affiliated Project Companies or in the assets of the Token Issuer. Also, Subscribers to our SAFTs and holders of our Tokens may also have conflicting investment, tax, and other interests with respect to their SAFT investments, which may arise from the terms of the SAFT, the Token's code or platform, or other token pre-sales, or other factors. Decisions made by the key employees of the Token Issuer on such matters may be more beneficial for some Subscribers than for others.

*Subscribers may lack information.*

As a Subscriber, you may not be able to obtain all information you would want regarding the Token Issuer, our Tokens, or our Token protocol, on a timely basis or at all. It is possible that you may not be aware on a timely basis of material adverse changes that have occurred with respect to your subscription. While we have made efforts to use open-source development for our Tokens and to provide adequate disclosure to you through this Memorandum, including attached Exhibits, this information may be highly technical by nature and may not be readily understood by many Subscribers. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information about our Token protocol, the SAFT, the Token Issuer, or the Tokens. If you have additional questions beyond that which we are able to reasonably answer, please consult with your own technical advisors before subscribing.

*Advent Token has a limited history.*

Our Token has a limited history. The terms of our SAFT and associated Tokens should be evaluated on the basis that our assessment, or any third party's assessment, of the prospects of our Token protocol may not prove accurate, and that we will not achieve our objectives. Past performance of any similar token or SAFT or Token protocol is not predictive of our future results or that of our SAFT, Token, or Token protocol.

*If our Token protocol is unable to satisfy data protection, security, privacy, and other government- and/or industry specific requirements, its growth could be harmed.*

There are a number of data protection, security, privacy and other government- and/or industry-specific

## OFFERING MEMORANDUM

requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm our Token protocol's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using our Token protocol.

*The further development and acceptance of blockchain networks, including our Token protocol, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain assets would have an adverse material effect on the successful development and adoption of our Tokens.*

The growth of the blockchain industry in general, as well as the blockchain networks with which the Token protocol will rely and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the digital security token industry, as well as blockchain networks, include, without limitation:

- Worldwide growth in the adoption and use of cryptocurrencies such as Bitcoin, and other blockchain technologies;
- Government and quasi-government regulation of cryptocurrencies such as Bitcoin, and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- The maintenance and development of the open-source software protocol of digital security token networks;
- Changes in consumer demographics and public tastes and preferences;
- The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- General economic conditions and the regulatory environment relating to cryptocurrencies; or
- A decline in the popularity or acceptance of cryptocurrencies such as Bitcoin or other blockchain-based tokens would adversely affect our results of operations.

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of our Token protocol and the Tokens.

*The prices of blockchain assets are extremely volatile. Fluctuations in the price of digital assets could materially and adversely affect our business, and the Tokens may also be subject to significant price volatility.*

The prices of blockchain assets such as Bitcoin have historically been subject to dramatic fluctuations and are highly volatile, and the value and utility of the Tokens may also be highly volatile. Several factors may influence the value and utility of the Tokens, including, but not limited to:

- Global blockchain asset supply;
- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Investor expectations with respect to the rate of inflation;
- Changes in the software, software requirements or hardware requirements underlying the Token protocol;
- Changes in the rights, obligations, incentives, or rewards for the various participants in the Token protocol;
- Interest rates;
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Tokens may be traded (which may or may not include our Token protocol) and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which the Tokens may be traded (which may or may not include our Token protocol);
- Investment and trading activities of large investors, including private and registered funds, that may directly

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

or indirectly invest in our Token protocol or Tokens or other blockchain assets;

- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as the Tokens;
- The maintenance and development of the open-source software protocol of our Token protocol;
- Global or regional political, economic or financial events and situations; or
- Expectations among Token protocol or other blockchain assets participants that the value of the Tokens or other blockchain assets will soon change.

A decrease in the price of a single blockchain assets may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Tokens. For example, a security breach that affects investor or user confidence in cryptocurrencies such as Bitcoin may affect the industry as a whole and may also cause the price of the Tokens and other blockchain assets to fluctuate.

### RISKS ASSOCIATED WITH THE TOKEN ISSUER

*We are dependent upon the collective skill set of our management team.*

We are dependent upon the efforts and collective skill set of our management team (see “Executive Management Team”) and other personnel or contractors hired or retained by them to successfully execute our business objectives. Despite their best efforts, any failure by these persons to adequately perform for us could materially affect the value and utility of our Token and Token protocol. To the extent officers, directors, managers or consultants of the Token Issuer violate laws or other regulatory requirements in their efforts, it could also negatively impact us and we may not be aware of the risk or occurrence. Plus, we have agreed to indemnify them against liability for all but the most serious infractions. Also, our business, by its nature, is highly technical. The officers, directors, managers of our Token Issuer may receive compensation for their time combined with performance-based bonus from time to time and most if not all of these persons are only employed or otherwise engaged by us on a part-time or limited basis and have other duties elsewhere besides the Token Issuer (See “Compensation” and “Conflicts of Interest”). Loss of any of these individuals or mistakes by them could have a material and adverse impact on the value and utility of our Token and Token protocol. If we are unable to recruit and retain a sufficient number of personnel with the appropriate skill sets to execute our business model, we could be forced to limit our growth or possibly curtail our operations or cease business altogether.

*Failure to effectively manage our growth could adversely affect our business and operating results.*

Any future growth will undoubtedly place additional demands on our resources, and we cannot be sure that we will be able to manage our growth effectively. To successfully manage our growth, we may need to:

- Expand and enhance our administrative and/or technology infrastructure;
- Expand or enhance our access to debt and/or equity capital; and
- Enhance our management systems, our financial and information systems, and our controls.

Uncontrolled growth could put additional emphasis on recruiting, training, managing and retaining our employees and other personnel and place a strain on our management, operations, and financial resources. We cannot assure you that our present or future infrastructure, facilities, offices and personnel will be adequate to support our future operations or to effectively adapt to future growth. If we cannot manage our growth effectively, our results of operations may be materially and adversely affected.

*We may incur unrecoverable legal costs.*

We may incur legal and court costs related to litigation and/or other regulatory action. Costs associated with litigation and/or regulatory matters are often difficult to collect even when one prevails. In the event we incur such costs we will likely not recover such costs.

*If we fail to comply with applicable government laws it could result in the suspension or termination of our ability to conduct business.*

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

We may be regulated under various U.S. federal and state laws and regulations and/or that of other non-U.S. jurisdictions. National government regulators (such as the SEC in the United States) have broad authority to investigate, recommend enforcement actions, and seek monetary penalties. State and provincial regulatory authorities often have similar powers. In addition, we expect to work extensively with both bankers, brokers and lawyers. Such professionals are subject to regulation by their respective licensing and regulatory bodies. Failure to comply with applicable laws, regulations, and professional or ethical rules of conduct could result in further investigations and enforcement actions, and we could be subject to fines as well as the suspension or termination of our ability to conduct business which would have a material and adverse effect on our financial position and the results of operations. In addition, new U.S. federal, state or non-U.S. laws or regulations in the jurisdictions in which we intend to operate, or changes in the ways these rules or laws are interpreted or enforced, could limit our activities, or the activities of our personnel, in the future or significantly increase the cost of regulatory compliance.

*We are subject to conflicts of interest.*

There are conflicts of interest inherent in our activities. We are owned and/or controlled by our key personnel or consultants (See “Executive Management Team”) who may engage in the business of buying cryptocurrencies for their own account or on behalf of other Subscribers. Such persons and/or their Affiliates may own or manage other blockchain-related ventures and/or related concerns or related assets on their own behalf and on behalf of others. Also, such persons will spend a materially significant amount of time on projects and ventures of the Token Issuer and to obligations both personal and professional outside the activities of the Token Issuer, including, but not limited to other business responsibilities to entities other than the Token Issuer, family responsibilities, and/or other entities or projects which may be deemed by our management as beneficial to the Token Issuer. Any additional responsibilities taken on by our key personnel or consultants or their affiliates may cause them to devote less time to the business of the Token Issuer and our Token protocol than is necessary for optimal performance. In addition, our key personnel or consultants or their affiliates may subscribe for SAFTs and/or Tokens themselves, may loan money to and/or borrow money from the Token Issuer, etc. The Token Issuer may also reimburse, lend money to and/or invest capital into affiliates. While in such cases we will endeavor to make such loans or investments on commercially reasonable terms, there can be no assurance of this. Such loans or investments may not be secured by the assets of the borrower, may not be backed with sufficient collateral, may be subordinate to senior lenders, and/or may be difficult to collect in the event of default.

Certain services to be provided to the Token Issuer, such as legal, accounting, marketing, consulting, advisory and technical services, may be performed by our affiliates or related parties under common control or with common interests or objectives. There is the possibility that if the value or utility of our Tokens or Token protocol declines, our Affiliates or related parties may still realize a profit even though you do not.

Conflicts of interest for the individual members of our key personnel, affiliates, consultants and/or others associated with the Token Issuer by way of contract may also arise. Our affiliates may retain or own intellectual property rights associated with our Tokens and Token protocol. Also, there may be intellectual property rights owned by our personnel that are either not claimed or claimable by us. Such interests have not been pledged as collateral or surety for the SAFTs or Tokens in any way, shape, or form. In addition, such interests may be sold, transferred or conveyed, in whole or in part, directly or indirectly, to others including our key personnel, affiliates, consultants and/or service providers without notice to SAFT Subscribers. In addition, such individuals, either directly or indirectly, may provide services to other related concerns and may engage in blockchain-related ventures for their own account and/or the account of others without accounting to the Token Issuer or SAFT Subscribers.

In addition, certain of our Executive Management Team and/or their affiliates are presently engaged in the blockchain-related ventures or other concerns independent of the Token Issuer. Such persons may also be involved with other aspects of the blockchain or digital security token industry which may or may not compete directly or indirectly against the interests of the Token Issuer. All of the foregoing activities or relationships may result in conflicts of interest.

*You should seek out independent technical, legal, professional, tax, and financial advice*

This Memorandum is not technical, legal, professional, tax, or financial advice. You agree that no question and

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

answer sessions or other communications with the Token Issuer, our Affiliates or Executive Management Team shall be considered technical, legal, professional, tax, or financial advice. None of our Executive Management Team, Affiliates or key personnel, consultants, advisors, counsel, accountants, engineers, etc., have given nor shall they give you technical, legal, professional, tax, or financial advice despite the fact they may also happen to be attorneys, engineers, accountants, or other licensed professionals. None such persons shall be deemed to have given you any technical, legal, professional, tax, or financial advice or counsel whatsoever. We strongly recommend you consult with your own technical, legal, professional, tax, and financial advisors regarding the inherent risks of the Token Issuer before subscribing to the SAFTs and/or Tokens.

*There is currently no liquid market for the SAFTs or Tokens.*

You must assume the risks of purchasing an illiquid asset. Transferability of SAFTs and/or Tokens is limited and there is no guarantee that any market will develop. Consequently, you should not expect to be able to readily liquidate your subscription to the SAFTs and/or Tokens.

*Our forecasts are reliant upon hypothetical assumptions and lack independent review.*

Financial projections or economic forecasts, if any, contained in this Memorandum or otherwise utilized by the Token Issuer or its Affiliated Project Companies are based on assumptions believed to be reasonable. However, such projections or forecasts, if any, are strictly hypothetical in nature. There is no assurance or guarantee expressed or implied that results of our operations will be similar to such projections, if any. There has been no independent economic review made of the merits of a subscription to the SAFTs, the Token Issuer, our Tokens, Token protocol, affiliated companies, affiliates, etc. You will subscribe without independent evaluation of our hypothetical projections and their underlying assumptions. Consequently, you will assume the risk that the actual results of our activities may be significantly different than those shown in projections, if any, and the risk that you may lose your entire subscription funds. This is materially magnified by the fact that you will not have any debt, equity, or other kinds of interest in the Token Issuer or in any of our Affiliated Project Companies or their associated assets or affiliates.

*The Offering is not registered under state and federal securities laws.*

The Offering has not been registered under the U.S. Securities Act of 1933, as amended, nor registered under the securities laws of any U.S. state or other jurisdiction. We do not intend to register the Offering at any time in the future. Thus, you will not enjoy any benefits that may have been derived from such a registration and corresponding review by regulatory officials. You or your representatives must make your own decision as to subscribing to our SAFTs with the knowledge that regulatory officials have not commented on the adequacy of the disclosures contained in this Memorandum or on the fairness of our Offering. The lack of registration of the Offering also significantly restricts the transferability of the SAFTs and/or Tokens.

*We could incur securities regulatory action.*

While we believe the Offering will be conducted in compliance with existing U.S. federal and state securities laws and exemptions from registration, and believe prior or other SAFT placements have likewise been done in compliance, such placement(s) could be found by the SEC and/or one or more U.S. state securities regulatory agencies to have not been conducted in accordance with the requirements of available exemptions which finding could lead to a disallowance of exemptions from registration.

*Our research, forecasts and assumptions lack independent review.*

Although our analysis of and conclusions about the viability of our business model are believed to be reasonable, there is no assurance or guarantee, expressed or implied, that we will be successful in our objectives or will be able to meet its obligations in connection with the issuance of Tokens pursuant to the SAFTs. Moreover, there has been no independent economic review of our business plan.

*We may lack sufficient capitalization.*

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

We are not required to maintain any minimum level of permanent working capital reserves. To the extent that expenses increase or unanticipated expenses arise and accumulated reserves are insufficient to meet such expenses, we would be required to obtain additional funds through raising equity capital or additional borrowing, if available. Due to our limited capitalization prior to the Offering and the fact that the resources of our Token Issuer are limited, there would be limited resources to pursue in the event that we were unable to honor our commitments to Subscribers or to others. The ability of the Token Issuer to repay any indebtedness incurred in connection with our business operations, or subsequent refinancing, will depend upon the sale, refinancing or other disposition or monetization of assets prior to the date such amounts become due. There can be no assurance that any such sale or monetization or refinancing can be accomplished at a time or on such terms and conditions as will permit the Token Issuer to repay any indebtedness. Also, financial market conditions in the future may affect the availability of loans, making financing difficult or costly to obtain. In the event the Token Issuer is unable to sell or refinance assets prior to the maturity date of any such indebtedness, or sell Tokens whether through the Offering or otherwise, the Token Issuer may be required to obtain the necessary funds through additional borrowings, if available. If additional funds are not available from any source, the Token Issuer will be subject to the risk of defaulting and/or losing the pledged assets through foreclosure which could have a material adverse effect upon our Tokens, Token protocol, etc.

*The value of the SAFTs and/or Tokens may be influenced by many unpredictable factors.*

Although no secondary market for the SAFTs and/or our Tokens exist, the value or utility of the SAFTs and/or Tokens issued by the Token Issuer may fluctuate. Several factors, many of which are beyond our control, will influence the value of such instruments. We expect that generally the viability and utility of our Tokens and Token protocol will affect the value of such instruments more than any other fact.

Other factors potentially affecting the value of the SAFTs and/or Tokens include:

- Supply and demand for cryptocurrencies and blockchain-related ventures and/or related assets;
- Economic, financial, political, regulatory, geographical, technical or legal events that affect our business; and
- Creditworthiness of the Token Issuer.

*Risks associated with the Token Issuer and our Affiliated Project Companies may adversely affect the value of the SAFTs.*

Because the SAFTs and/or Tokens issued by the Token Issuer will be linked to the overall financial health and stability of the Token Issuer and/or the value propositions, products, and/or services of our Affiliated Project Companies and the adoption of our Tokens and Token protocol, any adverse event affecting the same may adversely affect your subscription.

*We have limited operating history.*

Although our Executive Management Team have limited experience in the digital security token or blockchain-related ecosystem, the Token Issuer lacks an operating history. As a result, we, together with all of our Affiliated Project Companies, each of which have their own respective business models, are subject to all the risks and uncertainties characteristic of a new business enterprise, including the substantial problems, expenses and other difficulties typically encountered in the course of establishing a business, organizing operations and procedures, and engaging and training new personnel. The likelihood of our success must be considered in light of these and other potential problems, expenses, complications, and delays.

*We cannot forecast or predict the outcome of our activities.*

We are dependent upon proceeds of the Offering fund our Affiliated Project Companies' business plans and operations. There is no information at this time upon which to base an assumption that our plans will materialize or prove successful. There can be no assurance that our planned endeavors will result in any value or utility in the future, especially if our Tokens or Token protocol are not accepted by the marketplace. This, coupled with our limited operating history, makes prediction of our future operating results difficult, if not impossible. Because of these reasons, you should be aware that your entire investment capital in the SAFTs and/or Tokens is at risk.

## ADVENT CRYPTOCURRENCY SAFT

### OFFERING MEMORANDUM

*Transferability will be restricted.*

The SAFTs offered by way of this Memorandum have not been registered with the SEC or any government's securities authority and will be restricted and therefore cannot be resold unless they are also registered or unless an exemption from registration is available.\*

*The Offering price and Subscription Amount are arbitrary and variable.*

The price per Token bears no relationship to our current assets, current net worth, or that of our Affiliated Project Companies, or any recognized criteria of value and should not be considered to be an indication of the actual current value of the Token, or any asset of the Token Issuer, etc.

*We may require future capital to continue our operations.*

Any amounts utilized from the proceeds of the Offering may prove to be inadequate for us. We may, therefore, permit or request significant additional capital from others on terms different from those set forth in the Offering, or from other sources. This may or may not have a subordinating or dilutive effect on your subscription.

### CERTAIN U.S. INCOME TAX CONSIDERATIONS

Set forth below is a discussion, in summary form, of certain U.S. federal income tax consequences relating to a subscription to a SAFT and the acquisition, ownership and disposition of Tokens issued pursuant to a SAFT. This summary does not attempt to present all aspects of the United States federal income tax laws or any state, local or foreign laws that may affect a subscription to a SAFT or in Tokens. In particular, non-U.S. Subscribers, financial institutions, insurance companies, tax-exempt entities, Subscribers subject to the alternative minimum tax and other Subscribers of special status must consult with their own professional tax advisors regarding a prospective subscription to a SAFT. This summary is by nature general in nature and should not be construed as tax advice to any prospective Subscriber. No ruling has been or will be requested from the U.S. Internal Revenue Service (the "IRS") and no assurance can be given that the IRS will agree with the tax consequences described in this summary. The following discussion assumes that each prospective Subscriber will acquire Tokens as a capital asset (generally, property held for investment).

Neither we nor our Executive Management Team, advisors, lawyers, accountants, or other representatives make any representation or otherwise provide any tax advice concerning subscribing for our SAFTs or Tokens. By subscribing to the terms of the Offering, you represent and warrant that you have consulted your own tax advisor concerning the same and you are not relying upon us or any of the other persons listed in this paragraph, above.

This description is based on the U.S. Internal Revenue Code of 1986, as amended, (the "Code"), existing, proposed and temporary U.S. Treasury Regulations and judicial and administrative interpretations thereof, in each case as available on the date hereof. All of the foregoing is subject to change, which change could apply retroactively and could affect the tax consequences described below.

The following discussion is limited to prospective Subscribers who are "United States Persons" (U.S. Persons) within the meaning of the Code.

Each prospective Subscriber should consult with its own tax adviser in order to fully understand the U.S. federal, state, local and foreign income tax consequences of a subscription to a SAFT or in Tokens. No formal or legal tax advice is hereby given to any prospective Subscriber. Transactions involving a SAFT and similar instruments, as well as Initial Coin Offerings ("ICOs") and Token transactions, are relatively new and it is more than likely that the IRS will issue guidance, possibly with retroactive effect, impacting the taxation of Subscribers to a SAFT, participants in an ICO, and holders of Tokens. Future tax guidance from the IRS (or guidance resulting from future judicial decisions)

---

\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters.



# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

could negatively impact Subscribers to the SAFT and holders of Tokens.

### *Tax Treatment of SAFT*

The Token Issuer intends to treat the execution of the SAFT as the execution of a contract for the purchase of Tokens, to be delivered to a Subscriber as more fully described in the SAFT and this Memorandum. The SAFT will not constitute either an equity or debt interest in the Token Issuer.

### *Treatment of Token Sale*

The Token Issuer intends to issue Tokens to each holder of a SAFT pursuant to the terms of the applicable SAFT. The issuance of Tokens to a Subscriber under a SAFT will be treated as a taxable sale of property by the Token Issuer to the Subscriber. A Subscriber should not be taxed upon the acquisition of Tokens pursuant to the SAFT. A Subscriber should generally have a tax basis for U.S. federal income tax purposes in the Tokens it acquires from the Token Issuer equal to the amount of money such Subscriber advanced under the SAFT. The Subscriber's holding period in the Tokens should begin on the date the Subscriber's subscription to the SAFT becomes effective (See Section 1223 of the Code).

### *Disposition of Tokens*

A Subscriber who sells, exchanges, or otherwise disposes of the Tokens for cash or other property (including pursuant to an exchange of such Tokens for other convertible virtual currency) should, pursuant to Internal Revenue Service Notice 2014-21, recognize capital gain or loss in an amount equal to the difference between the fair market value of the property received in exchange for such Tokens and the Subscriber's adjusted tax basis in the Tokens. This capital gain may be long-term if the Subscriber has held its Tokens for more than one year prior to disposition.

### *Treatment of Conversion of SAFT Upon Failure of our Token Protocol or Affiliated Project Companies*

In the event of a Token protocol failure, or failure of one or more of its Affiliated Project Companies, the Token Issuer may wind up its operations and distribute its assets to investors, creditors, or others, including SAFTs Subscribers, as more fully set forth in the SAFT. A Subscriber who receives Token Issuer assets in exchange for their rights under the SAFT generally should recognize taxable gain or loss in an amount equal to the difference between the fair market value of the assets the Subscriber receives and its adjusted tax basis in their SAFT (which will generally equal the amount of cash it advanced under the SAFT).

EACH SUBSCRIBER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF THEIR OWN TAX ADVISOR WITH RESPECT TO THEIR SUBSCRIPTION, AND EACH SUBSCRIBER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A SUBSCRIBER. SUBSCRIBERS SHOULD BE AWARE THAT THE U.S. INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY THE TOKEN ISSUER AND THAT CHANGES TO THE U.S. INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR U.S. COURT DECISIONS AFTER THE DATE OF THIS MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A SUBSCRIBER. THE TOKEN ISSUER WILL NOT OBTAIN ANY RULING FROM THE U.S. INTERNAL REVENUE SERVICE WITH REGARD TO THE U.S. TAX CONSEQUENCES OF A SUBSCRIPTION TO THE SAFT OR THE TOKENS.

TO ENSURE COMPLIANCE WITH U.S. TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE SUBSCRIBERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY SUBSCRIBERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH SUBSCRIBERS UNDER THE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF AN OFFERING BY THE TOKEN ISSUER; AND (C) PROSPECTIVE SUBSCRIBERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

## ADVENT CRYPTOCURRENCY SAFT

### OFFERING MEMORANDUM

THE TAX TREATMENT OF THE SAFT, THE PURCHASE RIGHTS CONTAINED THEREIN AND THE PLANNED TOKEN DISTRIBUTION IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR SUBSCRIBERS UPON CERTAIN FUTURE EVENTS. AN INVESTMENT PURSUANT TO THE SAFT AND THE PURCHASE OF TOKENS PURSUANT THERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO SUBSCRIBERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH SUBSCRIBER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF THEIR OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE U.S. AND/OR NON-U.S.-TAX TREATMENT OF A SUBSCRIPTION TO THE SAFT AND THE RIGHTS CONTAINED THEREIN.

### ESTIMATED USE OF PROCEEDS

It is impossible to predict exact costs and the expenses necessary to conduct the business of the Token Issuer. Actual expenditures could vary substantially and materially from any estimated use of proceeds. We reserve the right to materially modify any proposed allocation at any time in light of changing facts and circumstances or market conditions in its sole and absolute discretion. Our current estimated use of proceeds from the Offering, subject to substantial and material change in our sole discretion, may be allocated in our sole discretion to fund a multitude of projects and ventures being pursued by Advent Entertainment, LLC, including, but not limited to other entities or projects which may be deemed by our management as beneficial to us. Such projects or entities shall be engaged in U.S. domestic and international operations, research and development, production, licensing, employees and employee benefits, computer hardware and software purchase and development, legal fees, domestic and international marketing, office space, acquisition of real estate, development and production of feature films and television shows, development and production of music and investment into actors, artists and musicians. We may also utilize the proceeds of the Offering for any other business-related expenses including, but not limited to, Offering expenses, legal, accounting, due diligence, overhead, marketing expenses, retirement of debt, settlements, interest payments, redemptions, etc.

### DESCRIPTION OF BUSINESS

#### Token Issuer

Advent Entertainment, LLC, a Utah company (“we”, “our”, “us”, or the “Token Issuer”). We seek to create film, television and entertainment technology projects which are a socially driven, interactive and worldwide and also to fund associated projects as described herein. In September of 2018, the Token Issuer was formed and we believe that the success of our products and services, which we intend to capitalize and fund through this Offering, will help promote Advent Tokens as a international digital security tokens. (See “Use of Proceeds”). There can be no assurance our objectives may be achieved. (See “Risk Factors”). Our administrative office is located at 7109 S. Highland Drive, Suite 201, Cottonwood Heights, Utah, 84121, USA. Our main telephone number is 801.916.2526. You may send inquiries via e-mail to [support@advententertainment.com](mailto:support@advententertainment.com). Advent Entertainment, LLC is owned 99% by Lee S. Baker and 1% by Mary Van Drennan Baker. Lee Baker is the sole Manager of Advent Entertainment, LLC.

#### Advent Digital Security Token Market Overview

Advent is a digital security token with the vision to create film, television and entertainment technology projects which are a socially driven, interactive and worldwide. This digital security token is about the experience of life and dreams -- cutting edge technology combined with the worldwide love of film, television, music, games, augmented reality and virtual reality. See digital characters, whirlwinds and space ships in the lobbies of theaters before and after the film. This is the world of Advent.

#### Advent Token

Advent is an ERC-20 digital security token built on the Ethereum network. ERC-20 is a technical standard used for smart contracts on the Ethereum blockchain for implementing tokens. ERC stands for Ethereum Request for Comment, and 20 is the number that was assigned to this request. ERC-20 defines a common list of rules for Ethereum tokens to follow within the larger Ethereum ecosystem, allowing developers to accurately predict interaction

## ADVENT CRYPTOCURRENCY SAFT

### OFFERING MEMORANDUM

between tokens. These rules include how the tokens are transferred between addresses and how data within each token is accessed. Like other distributed ledger technologies, it allows for the peer-to-peer electronic exchange of coins. Purchasers of Advent may transfer the Advent digital security token to others without the necessity of any trusted third-party financial institution.

THE FOREGOING OVERVIEW DOES NOT PURPORT TO BE COMPLETE. FOR MORE INFORMATION REGARDING OUR TOKENS AND THE BUSINESS OBJECTIVES OF OUR AFFILIATED PROJECT COMPANIES, PLEASE SEE EXHIBIT A OF THIS MEMORANDUM AND/OR PLEASE CONTACT US.

### EXECUTIVE MANAGEMENT TEAM

The day-to-day affairs of the Token Issuer are controlled and directed by our Executive Management Team. In the event of the resignation or incapacity of any such persons, the ability of the Token Issuer to abide by our obligations to SAFT Subscribers may be materially and adversely affected.

SAFT Subscribers have no voting rights nor equity in the Token Issuer. They do not have any degree of control whatsoever over management of our business affairs or operations. All rights of Subscribers are determined by the express terms of the SAFT to which they subscribe.

Our Executive Management Team shall exercise their best efforts and their ordinary and customary business judgment and practices in managing the affairs of the Token Issuer. Our Token Issuer and our Executive Management Team are Indemnitees and shall not be liable or obligated to our SAFT Subscribers or any other Persons for any mistake of fact or judgment made by them individually or collectively or by their agents in operating the business of the Token Issuer which result in any loss to the Token Issuer or our SAFT Subscribers.

Our Token Issuer and our Executive Management Team and consultants do not in any way guarantee any return of subscriptions from the operations of the Token Issuer or the SAFTs or Tokens, nor shall any of our Executive Management Team or Affiliates be personally or corporately responsible to any SAFT Subscriber because of a loss of their capital or subscription to the SAFTs or Tokens.

At the current time there is only one member of the Executive Management Team of the Token Issuer. In addition to this person, we may retain other professionals from time to time as deemed necessary to achieve our objectives. See Exhibit A of this Memorandum.

Lee Baker, Owner / President / Manager

Lee Baker is the owner and president of Paralight Films, LLC ([www.paralightfilms.com](http://www.paralightfilms.com)), the CEO of Genesis Animation, Inc. ([www.genesisanimation.com](http://www.genesisanimation.com)) and was previously an owner and president of the visual effects and animation company Sandman Studios Entertainment, LLC ([www.sandmanstudios.com](http://www.sandmanstudios.com)). Lee has worked on many feature film and television projects including Race to Witch Mountain, Pushing Daisies, Grimm, Trauma, The Aquabats, Raising Hope, A Gifted Man, The Closer, iZombie and many others. His company built the X-Box video game Advent Rising with Majesco, worked with Electronic Arts on G.I. Joe, Littlest Pet Shop, Monopoly, Nerf and Connect Four and built interactive games for Stuart Little and Pirates of the Caribbean. For their work, his company has won 10 Telly Awards, 2 Davey Awards, 2 W3 Awards, 15 Horizon Awards, 5 Communicator Awards and 6 Interactive Media Awards. Lee is the author of the novel Speed of Light and the illustrated books Humbug, A Christmas Carol and Beau and the Beanstalk. Previous to working in the entertainment industry Lee had taken and passed the series 6 and series 65 exams.

### DESCRIPTION OF PROPERTY

As of the date on the cover of this Memorandum we own no real estate. We currently operate out of facilities owned or controlled by our Executive Management Team or their affiliates and legal counsel.

## COMPENSATION

Our Executive Management Team and Token Issuer will be paid in connection with their execution, management or administration of Token Issuer affairs or objectives. Such persons are also eligible for reimbursement for general and administrative costs and expenses, due diligence, market research, and costs in connection with the pursuit of our objectives (See “Estimated Use of Proceeds”). Affiliates of the Token Issuer may receive salaries, Tokens, or other forms of compensation out of the proceeds of the Offering or our revenue, capital, or other assets for services performed on behalf of the Token Issuer. Such services may include, but are not limited to, due diligence, marketing, legal, compliance, accounting, bookkeeping, administrative, printing, Offering, and/or other non-accountable expenses incurred in connection with the Offering (See “Estimated Use of Proceeds”) or compensation to our Executive Management Team and/or their Affiliates in connection with their management of Token Issuer affairs. See “Conflicts of Interest” and “Token Allocation and Plan of Distribution”.

## CONFLICTS OF INTEREST

### General

Conflicts of interest are inherent in the business of the Token Issuer. Transactions may be entered into without arms-length negotiation. Your interests as a SAFT Subscriber and those of the Token Issuer and/or its Affiliates may be inconsistent in some respects or in certain instances our actions may not be the most advantageous to you. The following discussion describes certain possible conflicts of interest that may arise. For some conflicts of interest, but not all, certain limitations are implemented in order to reduce the effect of such conflicts to the extent possible. Other than these limitations we have not established procedures to resolve a conflict of interest. The discussion below is not intended to be all-inclusive. Other transactions or dealings may arise in the future that could result in conflicts of interest for the Token Issuer and its Affiliates.

### Conflicts Regarding Transactions with Affiliates.

There are conflicts of interest inherent in our activities. We are owned and/or controlled by our key personnel or consultants (See “Executive Management Team”) who may engage in the business of buying cryptocurrencies for their own account or on behalf of other Subscribers. Such persons and/or their Affiliates may own or manage other blockchain-related ventures and/or non-blockchain-related ventures and/or related concerns or related assets on their own behalf and on behalf of others. Also, such persons will spend a materially significant amount of time on projects and ventures sponsored by affiliates of the Token Issuer and/or other entities or projects which may be deemed by our management as beneficial to the Token Issuer. Any additional responsibilities taken on by our key personnel or consultants or their affiliates may cause them to devote less time to the business of the Token Issuer and our Token protocol than is necessary for optimal performance. In addition, our key personnel or consultants or their affiliates may subscribe for SAFTs and/or Tokens themselves, may loan money to and/or borrow money from the Token Issuer, etc. The Token Issuer may also reimburse, lend money to and/or invest capital into Affiliates. While in such cases we will endeavor to make such loans or investments on commercially reasonable terms, there can be no assurance of this. Such loans or investments may not be secured by the assets of the borrower, may not be backed with sufficient collateral, may be subordinate to senior lenders, and/or may be difficult to collect in the event of default.

Certain services to be provided to the Token Issuer, such as legal, accounting, marketing, consulting, advisory and technical services, may be performed by our affiliates or related parties under common control or with common interests or objectives. There is the possibility that if the value or utility of our Tokens or Token protocol declines, our Affiliates or related parties may still realize a profit even though you do not.

Conflicts of interest for the individual members of our key personnel, Affiliates, consultants and/or others associated with the Token Issuer by way of contract may also arise. Our Affiliates may retain or own intellectual property rights associated with our Tokens and Token protocol. Also, there may be intellectual property rights owned by our personnel that are either not claimed or claimable by us. Such interests have not been pledged as collateral or surety for the SAFTs or Tokens in any way, shape, or form. In addition, such interests may be sold, transferred or conveyed, in whole or in part, directly or indirectly, to others including our key personnel, Affiliates, consultants and/or service providers without notice to SAFT Subscribers. In addition, such individuals, either directly or indirectly, may

## ADVENT CRYPTOCURRENCY SAFT

### OFFERING MEMORANDUM

provide services to other related concerns and may engage in blockchain-related ventures for their own account and/or the account of others without accounting to the Token Issuer or SAFT Subscribers.

In addition, certain of our Executive Management Team and/or their affiliates are presently engaged in the blockchain-related ventures or other concerns independent of the Token Issuer. Such persons may also be involved with other aspects of the blockchain or digital security token industry which may or may not compete directly or indirectly against the interests of the Token Issuer. All of the foregoing activities or relationships may result in conflicts of interest.

#### Conflicts Regarding Other Activities of the Token Issuer

Our Executive Management Team will be required to devote to the Token Issuer only such time and attention which they consider necessary for the proper management of our activities. Such persons have sponsored and may continue to manage other business concerns. Thus, they will have conflicts of interest in allocating management time, services and other activities. We will determine the allocation of time, services and other functions on an as needed, if-needed basis.

Our Executive Management Team and/or affiliates are not restricted in any manner from participating in other businesses or activities, even if these other businesses or activities are competitive with our activities and operate in the same areas as the Token Issuer.

#### Lack of Independent Underwriter and Due Diligence Investigation

The terms of the Offering, the SAFTs, Tokens, and other agreements were and are determined by the Token Issuer without arms' length negotiations. You may have benefitted more through utilizing independent legal counsel who might have negotiated more favorable terms for you in the Offering and such agreements.

Also, there has not been any in-depth "due diligence" investigation of the existing and proposed business activities of the Token Issuer, our Affiliated Project Companies, or the SAFTs which would be provided by independent underwriters.

#### Conflicts Concerning Legal Counsel

It is anticipated that legal counsel to the Token Issuer will also serve as legal counsel to our Affiliates and that this dual representation will continue in the future. What's more, legal counsel to the Token Issuer may also be a control person of Affiliates of the Token Issuer and themselves be an Affiliate.

### DESCRIPTION OF INVESTMENT CONTRACTS

Our Simple Agreement for Future Tokens (the "SAFT") grants the Subscriber the opportunity to receive in the future one or more Advent Tokens (the "Tokens") as described in this Memorandum. Advent is an ERC-20 digital security token built on the Ethereum network. ERC-20 is a technical standard used for smart contracts on the Ethereum blockchain for implementing tokens. ERC stands for Ethereum Request for Comment, and 20 is the number that was assigned to this request. ERC-20 defines a common list of rules for Ethereum tokens to follow within the larger Ethereum ecosystem, allowing developers to accurately predict interaction between tokens. These rules include how the tokens are transferred between addresses and how data within each token is accessed. Like other distributed ledger technologies, it allows for the peer-to-peer electronic exchange of coins. Purchasers of Advent may transfer the Advent digital security token to others without the necessity of any trusted third-party financial institution. The Tokens and our overall strategy and business model are more fully described in the Token Issuer's Whitepaper attached and incorporated into this Memorandum as Exhibit A. The form of our SAFT is attached and incorporated into this Memorandum in Exhibit C. There can be no assurance our objectives may be achieved. (See "Risk Factors").

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

### TOKEN ALLOCATION AND PLAN OF DISTRIBUTION

We expect that USD \$50,000,000 or more in value of Advent Tokens may be issued and distributed pursuant to the SAFTs subscribed for in the Offering and/or subsequent to this Offering on the same or alternative or materially different terms in our sole discretion.

There is a pre-determined number of Advent Tokens.

There are a total of 500,000,000 in existence. The max cap of Advent Tokens is 500,000,000. All of such Tokens are under the Token Issuer's control.

350,000,000 Advent Tokens (70% of the total Advent Tokens) held by the Token Issuer will be available for sale to accredited investor Subscribers through this Offering.

The remaining 30% (150,000,000 or the balance of the Advent Tokens held by the Token Issuer) will be (i) issued to our founders, team, advisors, and Affiliates; (ii) distributed pursuant to "Bonus" programs; (iii) retained as contingency reserves; (iv) utilized for marketing, business investments, or business operations; (v) contributed toward charitable causes; (vi) awarded to early investors or contributors or developers; and/or (vii) utilized in other areas or for other purposes in the Token Issuer's sole and absolute discretion.

This estimated and forecasted Token allocation and distribution is illustrated in the following table is subject to material change:

Advent Token Count Total	500,000,000
Reserved for Advent Entertainment, LLC	150,000,000
506(c) SAFT Offering to Accredited Investors Only	350,000,000

At the conclusion of our 506(c) SAFT Offering to Accredited Investors, it is possible and/or anticipated that some portion of the Advent Tokens may remain unsold. Rather than burn or destroy excess Tokens, if any, we will initiate an "Air Drop Incentive Program", the duration of which shall last for a term of 10 years from the date the 506(c) SAFT Offering to Accredited Investors Only closes. We believe the Air Drop Incentive Program will encourage the long-term holding of Advent Tokens.

The total Tokens reserved for the Air Drop Incentive Program will be determined by the amount sold in the 506(c) SAFT Offering to Accredited Investors Only. Any remaining unsubscribed SAFTs or Advent Tokens will be placed in the Air Drop Incentive Program wallet:

These remaining unreserved coins will be reserved for entertainment and technology projects funded from the sale and/or use of Air Drop Advent Tokens that may be pursued by the Token Issuer and/or our Affiliates. A portion of the profits derived from such projects will be converted back into Advent Tokens and added to the Air Drop Incentive Program. For example, if a particular project is partially funded by the Air Drop Advent Tokens with an associated back-end portion of profit percentage of 20% and the project derives total profits of \$100,000,000 US dollars, we will convert \$20,000,000 (20% of the back-end profits of the project) into Advent Tokens and distribute such Tokens pro rata among all existing Advent holders along with the next scheduled Air Drop. Thus, Advent holders will derive a benefit from many of the films, television shows and innovative technology projects created by the Token Issuer and/or our Affiliates. Back-end percentages for projects will vary as each deal may be different. The schedule of the Air Drop Incentive program will be determined by the Company. The total amount of tokens associated with each Air Drop will be divided among all current Advent Token owners.

Each allocation would be distributed from time to time to then-existing Advent Token holders. If someone sells or conveys their Advents to a new holder prior to any Air Drop Incentive Program distribution, then the new holder would receive the next Air Drop allocation. Thus, only current Advent holders will benefit from any future Air Drops. We

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

believe the Air Drop Incentive Program should encourage long-term interest in holding Advent. The Air Drop Incentive Program schedule of Air Drops will be determined by the company.

We are offering, pursuant to Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the offering will be made (the "Offering"), the opportunity to receive in the future one or more Advent Tokens (the "Tokens") pursuant to the terms of our Simple Agreement for Future Tokens (the "SAFT") as described in this Memorandum. The SAFTs are not available to the general public. SAFTs are not available to persons who are not "Accredited Investors".

The minimum SAFT subscription is USD \$25,000 at a Subscription Price to be determined at the Token Issuer's Initial Token Distribution Date or at such other price as may be established by the Token Issuer in our sole discretion for the remainder of the Offering and/or until the Offering is closed. The minimum subscription may be waived in our sole discretion. The "Bonuses" may be waived or altered in our sole discretion. The Offering may be extended, withdrawn, or closed at any time in our sole discretion without notice.

The Token Issuer need not receive subscriptions of any minimum amount to commence utilizing funds. Such funds will not be escrowed and shall become available for our immediate use.

The Subscription Price of Advent is equal to USD \$0.30 per Advent ("Advent") Token plus one or more "Bonuses" according to the following schedules:

"Bonus 1" based upon time of Subscription:

October 2, 2018 through November 30, 2018: 50% Bonus

November 30, 2018 through December 31, 2018: 25% Bonus

January 1, 2019 and beyond: in the sole discretion of the Token Issuer.

"Bonus 2" based upon Subscription Amount:

\$1,000,000 up to \$4,999,999.99: 10% Bonus

\$5,000,000 up to \$9,999,999.99: 20% Bonus

\$10,000,000 up to \$14,999,999.99: 30% Bonus

\$15,000,000 up to \$19,999,999.99: 40% Bonus

\$20,000,000 or more: 50% Bonus

For example, and for illustrative purposes only, in the hypothetical event a Subscriber's funds of USD \$900,000 are received by the Token issuer on October 28, 2018 at USD \$.30 per Advent Token, such Subscriber shall be entitled to receive 4,500,000 Advent Tokens (i.e., 3,000,000 plus a 50% Bonus (1,500,000)) upon fulfillment by the Token Issuer. If the same Subscriber were to, instead, subscribe with USD \$12,000,000 on such date, then the same would be entitled to receive 72,000,000 Advent Tokens (i.e., 40,000,000 plus a 50% Bonus (20,000,000) plus an additional 30% Bonus (12,000,000)) upon fulfillment by the Token Issuer. After January 1, 2019, these terms may be withdrawn or modified at any time in the Token Issuer's sole discretion.

### ADVENT TOKEN HOLDING PERIOD

Advent Tokens are being offered from the United States of America and according to the laws of the U.S.A., Advent Entertainment, LLC is offering the Advent Tokens pursuant to Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder. Purchase of Advent Tokens through our Offering Memorandum will be a SAFT (Simple Agreement for Future Tokens) Agreement. There will be a holding requirement of 12 months. Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters. Upon purchase, Advent Tokens will be reserved for purchaser by Advent Entertainment, LLC. After the holding period of 12 months, the Advent Tokens will be released to purchaser and Advent Tokens may be freely traded.

The Offering will begin on the date on the cover of this Memorandum and shall continue thereafter for a maximum

## ADVENT CRYPTOCURRENCY SAFT

### OFFERING MEMORANDUM

period of 360 days unless extended or closed prior to such time in our sole discretion. We reserve the right to close the Offering at any time without notice. We also reserve the right to reject any subscription for any or no reason. The Offering is being conducted by the Token Issuer through our officers, directors, or managers. No underwriter, broker or dealer has yet been retained or is under any obligation to subscribe to the Offering.

### RESTRICTIONS ON TRANSFERS

No SAFT Subscriber may sell, assign, transfer, encumber or otherwise dispose of their SAFTs without the express prior written consent of the Token Issuer and/or without having satisfied exemptions from registration under of the U.S. Securities Act, if applicable\*. Any such prohibited transfer, if made, shall be void and without force or effect.

### LEGAL PROCEEDINGS

As of the date of this Memorandum, we are not a party to any litigation. We may be or become parties to litigation in the normal course of business or may be or become subject to government oversight, investigations or administrative proceedings from time to time. Lee Baker, Manager of Advent Entertainment, LLC is party to personal litigation in regards to Sandman Studios Group, LLC ("Sandman") a company he previously owned. Sandman had a line of credit with Zions First National Bank and when Sandman closed, personal liability for such line of credit fell to Lee S. Baker and Stephen J. Sobisky. The civil proceedings are in the Third District Court in Salt Lake County, State of Utah with Civil No. 110910717. A second loan made to Sandman by Chris Keston is also a civil proceeding in the Third District Court in Salt Lake County, State of Utah. In July of 2018, Stephen J. Sobisky, Lee Baker's previous partner at Sandman signed an agreement with Lee Baker to personally assume both of these debts along with all other debts and obligations of Sandman. We are presently unaware of any other active material legal proceedings, regulatory or otherwise, against us that may have a material impact on our prospective activities.

### EXPERTS

The unaudited financial information found in the Exhibit section of this Memorandum was prepared by our Token Issuer and has not been subjected to audit or independent review.

### SALES LITERATURE

We may utilize various literature (e.g., executive summary in bullet format, flip-charts, slide presentations, white paper, financial forecasts, etc.) summarizing certain aspects of the Token Issuer and/or the SAFTs. Such material, if used, is qualified in its entirety by the information set forth in this Memorandum. The Offering of SAFTs will be made only by means of this Memorandum.

### SELECT DEFINITIONS

The following select definitions apply to the terms (whether capitalized or not) used in the Memorandum and/or are common terms used in our industry. This list does not purport to be exhaustive or complete.

"Act" means the U.S. Securities Act of 1933, as amended.

"Accredited Investor" means (i) a natural person whose individual net worth (not including the value of their primary residence), or joint net worth with your spouse, presently exceeds USD \$1,000,000; (ii) a natural person who had an individual income in excess of USD \$200,000 in each of the two most recent years or joint income with their spouse in excess of USD \$300,000 in each of those years and they reasonably expect reaching the same income level in the current year; (iii) a corporation, partnership, trust, limited liability company, or other entity in which all of the equity owners are "Accredited Investors"; (iv) a trust with total assets in excess of USD \$5,000,000 and was not formed for the specific purpose of subscribing in the Offering, the trustee of which has such knowledge and experience financial and business matters that it is capable of evaluating the merits and risks of subscribing to our SAFTs; (v) a bank,

---

\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters.



# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

savings and loan association or other financial institution, a registered securities broker or securities dealer, or an insurance company; (vi) a registered investment company or business development company, a licensed Small Business Investment Company, or a private business development company; (vii) a state-sponsored pension plan with total assets in excess of USD \$5,000,000; (viii) an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD \$5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are “Accredited Investors”; (ix) a non-profit organization described in section 501(c)(3) of the U.S. Internal Revenue Code that was not formed for the specific purpose of subscribing in the Offering having total assets in excess of USD \$5,000,000; or (x) a director, executive officer, or manager of the Token Issuer or a director, executive officer, or manager of our Token Issuer.

“Affiliate” means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, or to hold or to control the holder of 5 percent or more of the outstanding voting securities of such Person.

“Blockchain” is a digitized, decentralized, public ledger of digital security token transactions that is constantly growing as new “blocks” of data or information (e.g., the most recent transactions) are recorded and added to it in chronological order, thus allowing market participants to keep track of digital currency transactions without central recordkeeping, designed such that each node (a computer connected to the network) gets a copy of the updated blockchain as transactions occur.

“Code” means the U.S. Internal Revenue Code of 1986, as from time to time amended and in effect.

“Dissolution Event” means: (i) a voluntary termination of operations; (ii) a general assignment for the benefit of the Token Issuer’s creditors; or (iii) any other liquidation, dissolution or winding up of the Token Issuer, whether voluntary or involuntary. For the avoidance of doubt, a change of control or an initial public offering of the Token Issuer will not constitute a Dissolution Event.

“Effective Date” means the Token Issuer’s date of acceptance of a Subscription.

“Advent” refers to one or more Advent Tokens.

“ICO” refers to an “initial coin offering” which is a means by which funds are raised for a new digital security token venture where a percentage of the digital security token is sold to early backers of the project in exchange for legal tender and/or other cryptocurrencies.

“Indemnatee” means the Token Issuer, any Person who is or was an Affiliate of the Token Issuer, any Person who is or was an officer, director, employee, agent, contractor, advisor, counsel, trustee, partner, member, manager, or shareholder of the Token Issuer or any such Affiliate, or any such Person who is or was serving at the request of the Token Issuer or any such Affiliate as a director, officer, employee, partner, member, manager, agent or trustee of another Person; provided that a Person shall constitute an “Indemnatee” only with respect to acts, omissions or matters deriving from or relating to the business or operations of the Token Issuer.

“Memorandum” means the Offering Memorandum utilized by the Token Issuer to disclose risks, describe its proposed activities, and explain the terms of the Offering of SAFTs to prospective SAFT Subscribers who are Accredited Investors.

“Offering” means the offering of the SAFT to Accredited Investors in accordance with Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made, pursuant to the terms of the Memorandum.

“Person” means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association or other business enterprise.

“Price” means the price per Token to be delivered by the Token Issuer to the Subscriber at or around the time of the Initial Token Distribution Date. The Price will conform to the terms set forth in the Memorandum.

“Record Date” means the date established by the Token Issuer for determining the identity of SAFT Subscribers. “Regulations” means the income tax regulations promulgated under the Code, as from time to time amended and in effect (including corresponding provisions of succeeding regulations).

“SAFT” means the Simple Agreement for Future Tokens between a Subscriber and the Token Issuer, the form of which is included in the exhibit section of the Memorandum, through which the Token Issuer grants the Subscriber the future right to receive Tokens.

“Smart Contract” means a computer protocol intended to digitally facilitate, verify, or enforce the negotiation or performance of a contract allowing for the performance of a credible transaction which is both trackable and theoretically irreversible without the involvement of third parties.

“Subscriber” means a Subscriber of one or more SAFTs and/or Tokens.

“Subscription” means the amount of legal tender and/or digital coins a Subscriber has agreed to pay the Token Issuer under the terms of a SAFT or to purchase Tokens.

“Other SAFT” means a SAFT the Token Issuer may issue outside the terms of this Memorandum or otherwise. This definition excludes: (i) Tokens issued pursuant to any employee incentive or similar plan of the Token Issuer; provided that, an instrument substantially similar to or the same as this SAFT may be used in connection with such plan; (ii) Tokens issued or issuable to third party service providers or others or the provision of goods or services to the Token Issuer; (iii) Tokens issued or issuable in connection with sponsored research, collaboration, technology license, development, marketing or other similar agreements or strategic partnerships; and (iv) any convertible securities issued by the Token Issuer.

“Token” means the digital security token or other instrument issued by the Token Issuer to be used to facilitate exchanges occurring on or through the Token protocol.

“Token Distribution Event” means the Token Issuer’s offer and sale of immediately deliverable Tokens to persons other than persons who control, are controlled by, or are under common control with the Token Issuer.

“Token Issuer” means Advent Entertainment, LLC, a Utah company.

“Use Restriction” means the general prohibition on the Subscriber’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens on the Token protocol until such Tokens are vested as provided in the following vesting schedule: None until 90 days have elapsed since the Effective Date and, thereafter, to the extent permitted under available exemptions from registration under the U.S. Securities Act\*, and without restriction thereafter.

“Whitepaper” means the technical aspects of the Token, Token protocol and the Token Issuer’s business plan, the form of which is included in and attached to the Memorandum as Exhibit A.

---

\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters.

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

WHERE TO OBTAIN MORE INFORMATION

Throughout this Memorandum, reference is made to certain information either not contained in this document or else attached hereto by way of exhibit. If you or your advisors would like additional information regarding the Token Issuer or the Offering, please contact us:

ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA  
Telephone: 801.916.2526 E-mail: [support@advententertainment.com](mailto:support@advententertainment.com)

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

EXHIBIT A

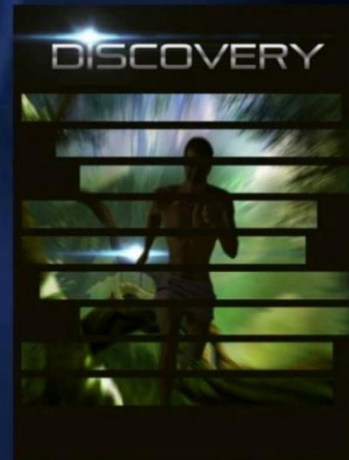
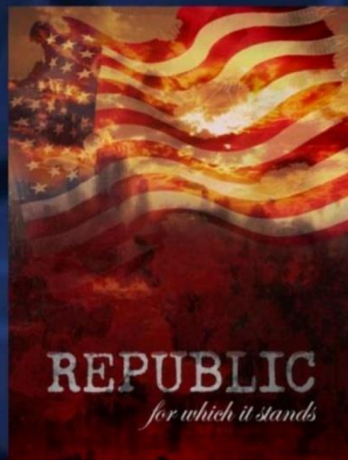
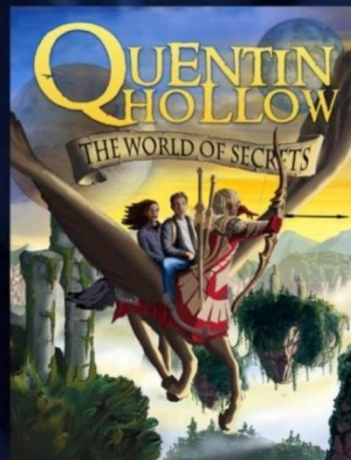
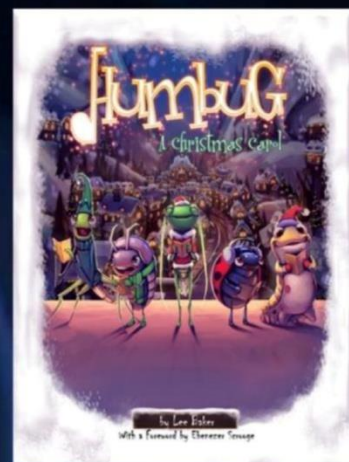
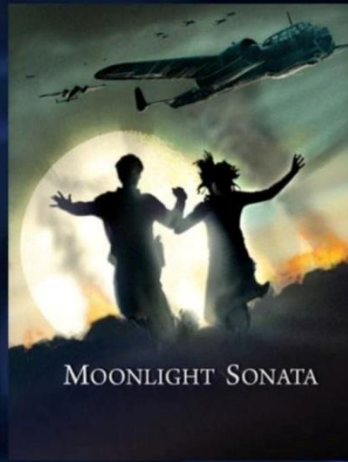
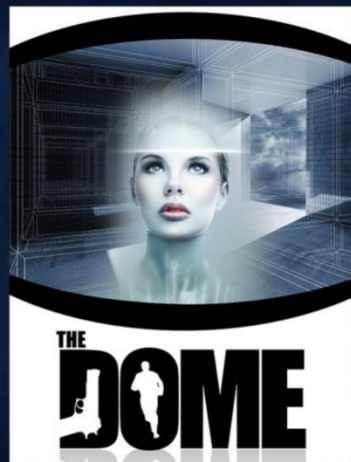
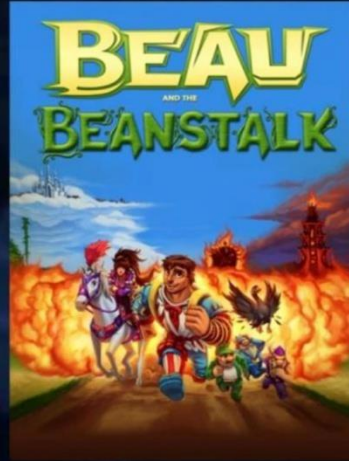
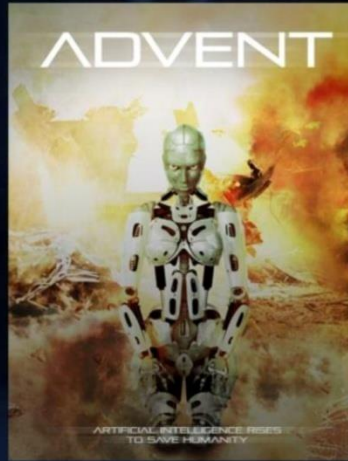
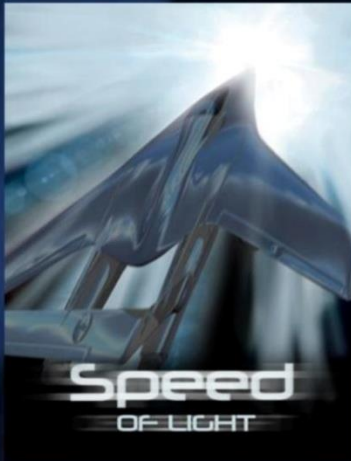
WHITE PAPER



ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA  
Telephone: 801.916.2526 E-mail: [support@advententertainment.com](mailto:support@advententertainment.com)

*This section alone does not constitute an offer to sell SAFT(s) issued by the Token Issuer. An offer may be made only by an authorized representative of the Token Issuer and the recipient must receive a complete Memorandum, including all Exhibits.*

# ADVENT ENTERTAINMENT





ADVENT ENTERTAINMENT, LLC

ADVENT FILM SLATE AND DIGITAL SECURITY TOKEN

WHITE PAPER

NOTICE: The material and content presented in this White Paper is the sole responsibility of Advent Entertainment, LLC, a Utah company (“we”, “our”, “us”, or the “Company”) and is qualified in its entirety by the Company’s offering memorandum and/or offering circular (the “Disclosure(s)”) which contain more complete information including risk factors. The material and content on this White Paper contains forward-looking statements and hypothetical economic forecasts that may not be realized. By receiving or viewing this material, you acknowledge and agree not to rely upon it in making an investment decision. Please read the Disclosure(s). This material does not constitute or form a part of any offer to sell or solicitation to buy securities nor shall it or any part of it form the basis of any contract or commitment whatsoever. Without limiting the foregoing, this material does not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not permitted under applicable law or to any person or entity within the United States of America who is not an “accredited investor” as defined under Rule 501(a) of the U.S. Securities Act of 1933, as amended, or who does not possess the necessary qualifications described in the Disclosure(s) and/or Rule 506(c) under Regulation D of the U.S. Securities Act of 1933, as amended. Please read the Disclosure(s).

ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA  
Telephone: 801.916.2526  
[www.AdventEntertainment.com](http://www.AdventEntertainment.com)

## EXECUTIVE SUMMARY

Advent Entertainment, LLC is a film funding and production company with the vision to create film, television and entertainment technology projects which are interactive and worldwide. We are about opening eyes to dreams and using next generation technology to enhance the worldwide love of film, television, music, games, augmented reality and virtual reality. See animated characters, speed of light jets, intelligent robots and World War II fighter planes in the lobbies of theaters. Experience the movie and much more. This is the world of Advent.



**ADVENT  
ENTERTAINMENT**

## ADVENT – PROFIT PARTICIPATION AND DIGITAL SECURITY TOKEN

Profit participation in individual projects of the Advent Film and Television Slate or Advent Live, LLC is offered to interested investors into the Offering Memorandum of Advent Entertainment, LLC. Advent Digital security token is an ERC-20 digital security token built on the Ethereum network. ERC-20 is a technical standard used for smart contracts on the Ethereum blockchain for implementing tokens. ERC stands for Ethereum Request for Comment, and 20 is the number that was assigned to this request. ERC-20 defines a common list of rules for Ethereum tokens to follow within the larger Ethereum ecosystem, allowing developers to accurately predict interaction between tokens.

## ADVENT – ENTERTAINMENT

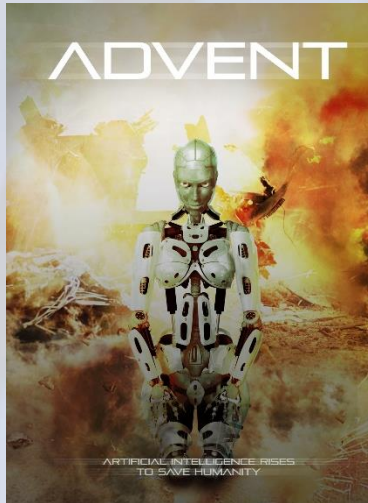
Advent Entertainment, LLC understands that marketing and awareness of a film or television project as well as a digital security token is essential for progress in the worldwide market. One of the most powerful marketing industries in the world is the entertainment industry. Film, television and the fascination of the worldwide public with Hollywood celebrities creates a venue to reach millions of people and to bring an awareness of Advent and the world of digital security tokens into homes, cell phones, tablets, televisions, computers and theaters worldwide. Lee Baker, Advent Entertainment, LLC CEO, has worked extensively in the entertainment industry as owner and president of Paralight Films, LLC ([www.paralightfilms.com](http://www.paralightfilms.com)) and the previous owner and president of Sandman Studios Entertainment, LLC ([www.sandmanstudios.com](http://www.sandmanstudios.com)). Under Mr. Baker's direction, Advent Entertainment, LLC is developing a slate of feature films to bring Advent to the masses.



Advent Entertainment, LLC is a film and entertainment funding company which plans to utilize the Advent digital security token as part of the financing of projects. Lee Baker, the founder of Advent Entertainment, LLC, has spent years developing a slate of feature film and television projects. Advent Entertainment has the right to fund all or part of the following projects in our Current Film and Television Slate. Advent Entertainment, LLC will continue developing feature film and television projects and technologies such as virtual reality, augmented reality, gaming and other technologies associated with the entertainment industry. Therefore, the Current Film and Television Slate is subject to change and Advent Entertainment, LLC reserves the right to add or remove projects from the slate as determined by the Company.



## ADVENT – CURRENT FILM AND TELEVISION SLATE



### ADVENT

**Genre:** Live-Action Television Series

**Intellectual Property Rights Owner:** Lee Baker

**Story:** Set in the modern day, a meteor strikes the Earth, destroys most of the life on the planet and brings with it strange alien creatures determined to take control. The remaining humans cannot defend against the creatures until a teenage boy creates the first living robot.



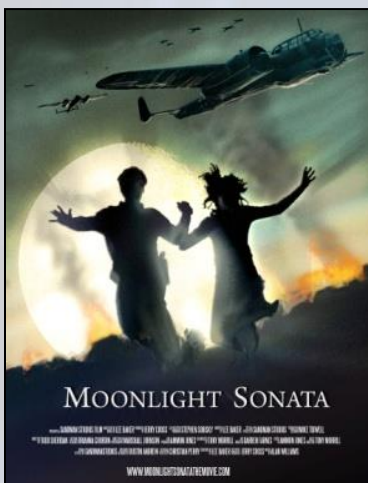
### SPEED OF LIGHT

**Genre:** Live-Action Sci-Fi Thriller Feature Film

**Intellectual Property Rights Owner:** Lee Baker

**Additional:** Speed of Light was released as a novel in 2011.

**Story:** Traveling the speed of light traumatizes a man as his mind expands and he sees from the experience and eyes of everyone and everything around him. He pieces himself together and struggles to stay alive as he learns to control his new abilities, discovers his wife's death was not an accident and her killers are after him.

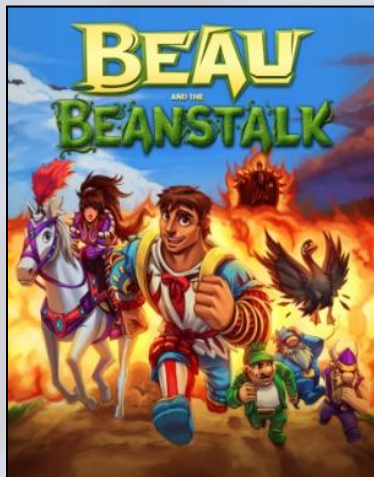


### MOONLIGHT SONATA

**Genre:** Historical Espionage Thriller based on real events.

**Intellectual Property Rights Owner:** Lee Baker

**Story:** Winston Churchill made a controversial decision during World War II to not evacuate the city of Coventry and allow the city to be destroyed even though he knew the attack would occur. He did this to protect the enigma decoding information and possibly win the war. Our story centers on the spies that discover the impending attack and their decision to save their own families who live in Coventry or to obey orders to let the city be destroyed. One spy disobeys Churchill and leaves to save his wife and unborn baby, the other pursues him.

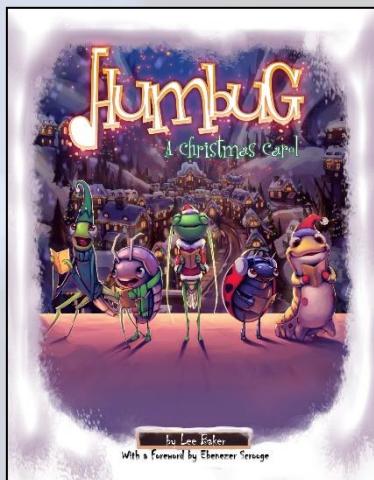


### BEAU AND THE BEANSTALK

**Genre:** 3D Animation Feature Film

**Intellectual Property Rights Owner:** Lee Baker

**Story:** *Beau and the Beanstalk* is a reverse of the fairy tale told from the point of view of an adolescent giant who is ridiculed in a magical kingdom in the clouds and climbs down a beanstalk to meet Jack, a hack-magician with a love of fire tricks and a passion for performing in the circus.

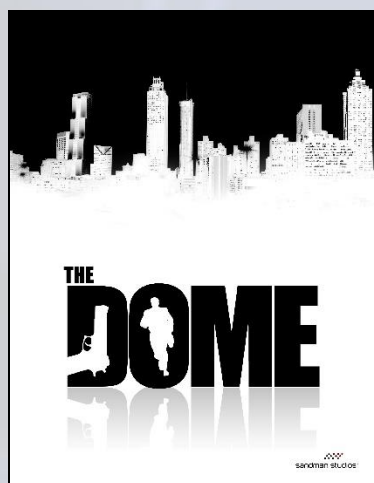


### HUMBUG, A CHRISTMAS CAROL

**Genre:** 3D Animation Television Special (40 Min)

**Intellectual Property Rights Owner:** Lee Baker

**Story:** A magical humbug that attracts the magical reindeer of Santa is brought to the town of Winterton by a little orphan girl. Winterton is a frozen town with frozen hearts and frozen people. The warmth of the little girl and the magical music of the humbug bring Santa, the reindeer and Christmas back to Winterton.



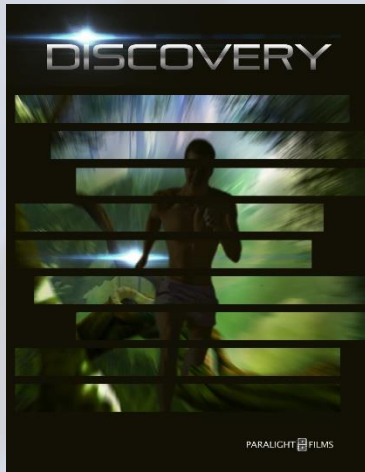
### THE DOME

**Genre:** Live-Action Thriller Feature Film

**Intellectual Property Rights Owner:** Lee Baker

**Story:** The owners of a visual effects company called "The Dome" which has perfected the technology to create life-like holograms are in trouble with investors and use the holograms for crime. A robbery goes awry, the perpetrators turn against each other and a young intern is framed. The intern struggles for his life as the criminals and police pursue him and he uses the holograms in an intense struggle to prove his innocence. Nothing is as it seems...



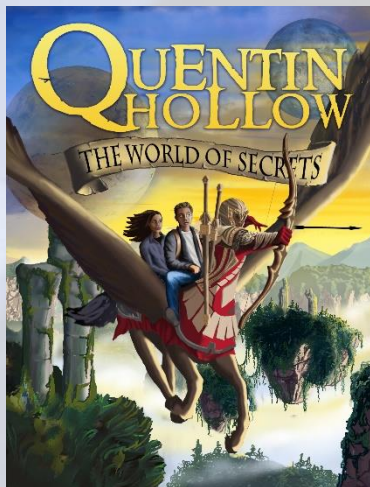


### **DISCOVERY**

**Genre:** Live-Action Thriller Feature Film

**Intellectual Property Rights Owner:** Lee Baker

**Story:** Devon, a linguist who had recently lost one of his twin daughters, is convinced to join an expedition in South America which has uncovered an ancient library with records describing incredible technologies of the past and a group of people that had achieved immortality. Devon translates writings describing a gateway to another world and they follow the instructions to build it. The power rages out of control and they unleash a force that could destroy the civilized world.

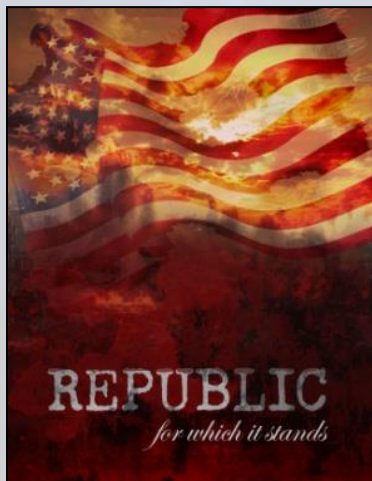


### **QUENTIN HOLLOW**

**Genre:** Live-Action Fantasy Feature Film

**Intellectual Property Rights Owner:** Lee Baker

**Story:** A small town called Mountain Hollow has secrets. Quentin, a young schoolboy, learns that his 14<sup>th</sup> great grandfather who settled the town had discovered a doorway to a fantastical world filled with mythological creatures. As Quentin discovers the doorway he learns that nothing around him is as it seems and he is the only one that can save his distant grandfather from the forces of evil ruling the fantastical world. With the flair of Harry Potter and Narnia this film will grab the attention of all demographics.



### **REPUBLIC FOR WHICH IT STANDS**

**Genre:** Live-Action Epic Political Thriller Feature Film

**Intellectual Property Rights Owner:** Lee Baker

**Additional:** This is film number one of three feature films.

**Story:** The United States is invaded at the largest scale in history. Americans band together from all facets of life to face the horrific situation. Leaders emerge from the confusion and ashes and America fights back.

## MARKETING AND INTERACTIVE RELEASE CAMPAIGNS

Advent Entertainment, LLC plans to use digital displays, where allowed, with the release of the feature films in theaters and provide for instant merchandising and interaction with fans. We plan to make purchasing through our displays available in both traditional methods of payment as well as digital security tokens, including Advent Tokens. Marketing, smart theater creation, augmented reality, virtual reality and digital screens will all be controlled through a subsidiary entity called Advent Live, LLC.

### SOCIAL MARKETING WITH VISUAL EFFECTS

Using a combination of the digital displays, embedded cameras and visual effects technology we plan to allow moviegoers to become a part of the events inside the screen. Imagine posing next to your favorite hero or animated character in their world and in their poster. In our development plan, moviegoers will be able to post themselves with their favorite movie stars and characters to their social networks and our hope is that this technology will drive social marketing for films and merchandise to a much higher level.



# ADVENTLIVE

## VIRTUAL AND AUGMENTED REALITY

Our development plans include the ability to have a moviegoer simply scan the symbol on a poster with their telephone or tablet, download an app and be able to unlock virtual reality and augmented reality in the lobby and hallways of the theater. Through their phone or tablet they will be able to see fantastical worlds within the theater or superheroes saving the day. Our vision is to make the theater a virtual reality theme park and each new movie can bring with it new adventures in the lobby and hallways. Development plans to allow films to actively participate through marketing events – for example an “Easter Egg” type challenges for moviegoers.



# ADVENTLIVE



# BUSINESS ROADMAP

Following is a Business Roadmap showing the work we have completed as well as our projected timelines for the future:

**2008 - 2018**

Development of Intellectual  
Properties by Lee Baker

**Jan 2017**

Digital Display  
Planning

**Oct 2018**

Advent Coin Offering  
Memorandum Filed

**Dec 2018**

Planned Start on  
First Project

The goal of Advent Entertainment, LLC is to complete production on our Current Film and Television Slate in the next five years (See Advent Financial Projections). We also plan to create interactive social media, visual effects, augmented and virtual reality projects connected with the release of the feature films and television projects.

## MANAGEMENT

### LEE BAKER – FOUNDER / CHIEF EXECUTIVE OFFICER



Lee Baker has focused his career on entertainment as the owner and president of Paralight Films, LLC ([www.paralightfilms.com](http://www.paralightfilms.com)), the previous CEO, writer and director at Genesis Animation, Inc. ([www.genesisanimation.com](http://www.genesisanimation.com)) and the previous owner and president of the visual effects and animation company Sandman Studios Entertainment, LLC ([www.sandmanstudios.com](http://www.sandmanstudios.com)). Lee has worked on many feature film and television projects including *Race to Witch Mountain*, *Pushing Daisies*, *Grimm*, *Trauma*, *The Aquabats*, *Raising Hope*, *A Gifted Man*, *The Closer*, *iZombie* and many others. His company built the X-Box video game *Advent Rising* with Majesco, worked with Electronic Arts on *G.I. Joe*, *Littlest Pet Shop*, *Monopoly*, *Nerf* and *Connect Four* and built interactive games for *Stuart Little* and *Pirates of the Caribbean*. For their work, his company has won 10 Telly Awards, 2 Davey Awards, 2 W3 Awards, 15 Horizon Awards, 5 Communicator Awards and 6 Interactive Media Awards. Lee is the author of the novel *Speed of Light* and the illustrated books *Humbug*, *A Christmas Carol* and *Beau and the Beanstalk*. Previous to working in the entertainment industry Lee had taken and passed the series 6 and series 65 exams.

# ADVENT OFFERING SUMMARY

The minimum SAFT subscription is USD \$25,000\*. The Offering may be extended, withdrawn, or closed at any time in our sole discretion without notice.

The Subscription Price of Advent is equal to USD \$.30 per Advent Token plus one or more “Bonuses” according to the following schedules:

“Bonus 1” based upon time of Subscription:

October 2, 2018 through November 30, 2018: 50% Bonus

November 30, 2018 through December 31, 2018: 25% Bonus

January 1, 2019 and beyond: in the sole discretion of the Token Issuer.

“Bonus 2” based upon Subscription Amount:

\$1,000,000 up to \$4,999,999.99: 10% Bonus

\$5,000,000 up to \$9,999,999.99: 20% Bonus

\$10,000,000 up to \$14,999,999.99: 30% Bonus

\$15,000,000 up to \$19,999,999.99: 40% Bonus

\$20,000,000 or more: 50% Bonus

For example, and for illustrative purposes only, in the hypothetical event a Subscriber’s funds of USD \$900,000 are received by the Token issuer on October 28, 2018 at USD \$.30 per Advent Token, such Subscriber shall be entitled to receive 4,500,000 Advent Tokens (i.e., 3,000,000 plus a 50% Bonus (1,500,000)) upon fulfillment by the Token Issuer. If the same Subscriber were to, instead, subscribe with USD \$12,000,000 on such date, then the same would be entitled to receive 72,000,000 Advent Tokens (i.e., 40,000,000 plus a 50% Bonus (20,000,000) plus an additional 30% Bonus (12,000,000)) upon fulfillment by the Token Issuer. After January 1, 2019, these terms may be withdrawn or modified at any time in the Token Issuer’s sole discretion.

## ADVENT TOKEN HOLDING PERIOD

Advent Tokens are being offered from the United States of America and according to the laws of the U.S.A., Advent Entertainment, LLC is offering the Advent Tokens pursuant to Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder. Purchase of Advent Tokens through our Offering Memorandum will be a SAFT (Simple Agreement for Future Tokens) Agreement. There will be a holding requirement of 12 months\*\*. Upon purchase, Advent Tokens will be reserved for purchaser by Advent Entertainment, LLC. After the holding period of 12 months, the Advent Tokens will be released to purchaser and Advent Tokens may be freely traded.

\*Minimum SAFT subscription may be waived and bonus structures adjusted in our sole discretion.

\*\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters.

## **PROFIT PARTICIPATION**

Profit participation in individual projects of the Advent Film and Television Slate or Advent Live, LLC, the subsidiary theme theater/augmented and virtual reality company, is offered to interested investors into the Offering Memorandum of Advent Entertainment, LLC. Profit participation in a specific project or into several projects will be according to an agreement signed by the Investor and Advent Entertainment, LLC. Back-end participation will be specific to a certain project or to certain projects according to contracted guidelines. Each project will have Production and Print and Advertising Budgets. The total of these budgets is the "Total Budget" required for such project. Investors of a project collectively shall be entitled to 50% of the "Producer's Gross" of the project (which includes all revenue streams for the project including but not limited to worldwide theatrical release, television, DVD/Blu ray, internet, merchandising, licensing, soundtrack) "Investor's Back-End Participation." Each investor who has invested into Advent through the Offering Memorandum and signed a "Profit Participation" agreement for a specific project shall be entitled to a prorated share of the Investor's Back-End Participation for such project.

FOR EXAMPLE: If a Total Budget for the production of a feature film is \$10 million US dollars and an Investor had, through the Advent Offering Memorandum, invested \$1 million US dollars, received their Advent Tokens and signed a Profit Participation Agreement for such production with Advent Entertainment, LLC, then such Investor shall be entitled to 10% of the Investor's Back-End Participation for such production. If the film is released and receives \$20 million US dollars profit to Advent Entertainment, LLC in worldwide theatrical release and an additional \$30 million profit to Advent Entertainment, LLC through additional ancillary revenues of television, DVD/Blu ray, internet, merchandising, licensing, soundtrack for a total of \$50 million US dollars then the total Producer's Gross would be \$50 million US dollars. The Investor's Back-End Participation would then be \$25 million US dollars and the Investor who had invested \$1 million US dollars will receive 10% of the \$25 million US dollars which would be \$2.5 million US dollars.

## **OFFERING MEMORANDUM USE OF FUNDS**

Our current estimated use of proceeds from the Offering, subject to substantial and material change in our sole discretion, may be allocated in our sole discretion to fund a multitude of projects and ventures being pursued by Advent Entertainment, LLC, including, but not limited to other entities or projects which may be deemed by our management as beneficial to us. Such projects or entities shall be engaged in U.S. domestic and international operations, research and development, production, licensing, employees and employee benefits, computer hardware and software purchase and development, legal fees, domestic and international marketing, office space, acquisition of real estate, development and production of feature films and television shows, development and production of music and investment into actors, artists and musicians. We may also utilize the proceeds of the Offering for any other business-related expenses including, but not limited to, Offering expenses, legal, accounting, due diligence, overhead, marketing expenses, retirement of debt, settlements, interest payments, redemptions, etc.



## ADVENT TOKEN ECONOMY

The Advent Token has a max cap of 500 million Advent Tokens. As addressed in detail in our Disclosure(s), upon commencement of the Coin Sale, 70% of the available Advent Tokens (350 million tokens), will be available for sale to accredited investors. 30% of the available Advent Tokens (150 million tokens) will be held by the company for founders, team, bounty program, advisors, reserve, marketing, business investments, business operations, charitable causes, early investors and other areas determined by the Company. Please read our Disclosure(s). At the conclusion of the Coin Sale, it is anticipated some portion of the token allotment will be left unsold. Rather than burn/destroy these excess tokens, we will initiate an Air Drop incentive program to encourage the long-term holding of Advent Tokens.

### AIR DROP INCENTIVE DETAILS

The total tokens reserved for the Air Drop Incentive program will be determined by the amount sold in the coin sale. These remaining unreserved coins will be reserved for entertainment and technology projects funded from the sale and/or use of Air Drop Advent Tokens that may be pursued by the Token Issuer and/or our Affiliates. A portion of the profits derived from such projects will be converted back into Advent Tokens and added to the Air Drop Incentive Program. For example, if a particular project is partially funded by the Air Drop Advent Tokens with an associated back-end portion of profit percentage of 20% and the project derives total profits of \$100,000,000 US dollars, we will convert \$20,000,000 (20% of the back-end profits of the project) into Advent Tokens and distribute such Tokens pro rata among all existing Advent holders along with the next scheduled Air Drop. Thus, Advent holders will derive a benefit from many of the films, television shows and innovative technology projects created by the Token Issuer and/or our Affiliates. Back-end percentages for projects will vary as each deal may be different. The schedule of the Air Drop Incentive program will be determined by the Company. The total amount of tokens associated with each Air Drop will be divided among all current Advent Token owners.



This program has been created to allow Advent Token holders to participate in the profits of the film and television projects created with the use of the Air Drop Advent Tokens and to promote long-term holding of the Advent Tokens.

# ADVENT FINANCIAL PROJECTIONS

## Advent Entertainment, LLC

### 5-Year Proforma

Proposed Initial Investment: \$50,000,000

\*Additional Capital: \$220,000,000

Planned Film and Television Production		Year 1	Year 2	Year 3	Year 4	Year 5
Advent		Begin Production	Season 1	Season 2	Season 3	Season 4
The Dome		Begin Production	Release Film			
Humbug, A Christmas Carol		Begin Production	Release Show 1	Release Show 2	Release Show 3	Release Show 4
Beau and the Beanstalk			Begin Production		Release Film	
Moonlight Sonata			Begin Production	Release Film		
Speed of Light				Begin Production	Release Film	
Discovery				Begin Production	Release Film	
Quentin Hollow					Begin Production	Release Film
Republic for Which It Stands					Begin Production	Release Film
Projected Investment and Returns		Year 1	Year 2	Year 3	Year 4	Year 5
Investment Capital for Film and Television Projects		\$ 50,000,000	\$ 60,000,000	\$ 60,000,000	\$ 50,000,000	\$ 50,000,000
Film and Television Projected Returns			\$ 63,573,404	\$ 157,880,009	\$ 413,102,286	\$ 267,902,147
**Distribution Projected Returns			\$ 20,900,070	\$ 48,042,987	\$ 116,808,781	\$ 58,810,093
***Merchandising Projected Returns			\$ 43,857,340	\$ 53,288,001	\$ 88,899,292	\$ 64,290,215
Projects			\$ 128,330,814	\$ 259,210,997	\$ 618,810,359	\$ 391,002,454
*Additional Capital is planned through profits of initial projects as well as through state incentive programs, partnerships, film financing and additional investments into individual projects.			5-Year Total Projected Gross Returns			\$ 1,397,354,624
**Advent Entertainment plans to use the Proposed Print & Advertising budgets outlined below for distribution of the projects. We plan to negotiate the fees and charges of distribution through creating stragetig partnerships. We have calculated distribution deals to be betwen 15% to 17% rather than 30% to 35% therefore w e plan to retain approximately 50% of projected distribution as w e plan to negotiate w ith distribution funds already obtained.						
***Each film w ill have Merchandising attached to it. Films are a great way to advertise toys, video games, clothing and houshold products. Films such as Shrek and Harry Potter can expect to make more through merchandising than their theatrical, Blu-Ray/DVD and television gross receipts. Therefore, for animated films w e have projected merchandising to equal theatrical, Blu-Ray/DVD, internet and television gross receipts. Others w e have projected at 10% of theatrical, Blu-Ray/DVD, internet and television gross receipts.						
Proposed Budgets and Projections		Proposed Budgets	Proposed Print & Advertising Budget	****Projected Gross Receipts	Projected Domestic Distribution	Projected Merchandising
Advent		\$ 14,000,000	\$ 5,000,000	\$ 34,500,000	\$ 15,500,000	\$ 17,250,000
Speed of Light		\$ 25,000,000	\$ 10,000,000	\$ 86,951,342	\$ 71,278,777	\$ 8,695,134
Moonlight Sonata		\$ 25,000,000	\$ 10,000,000	\$ 110,380,009	\$ 68,585,975	\$ 11,038,001
Beau and the Beanstalk		\$ 39,000,000	\$ 10,000,000	\$ 118,532,389	\$ 76,190,346	\$ 88,899,292
Humbug, A Christmas Carol		\$ 4,000,000	\$ 4,000,000	\$ 13,000,000	\$ 12,000,000	\$ 25,000,000
The Dome		\$ 2,000,000	\$ 2,000,000	\$ 16,073,404	\$ 14,300,139	\$ 1,607,340
Discovery		\$ 30,000,000	\$ 10,000,000	\$ 110,118,555	\$ 58,648,439	\$ 11,011,856
Quentin Hollow		\$ 30,000,000	\$ 10,000,000	\$ 124,216,203	\$ 42,767,266	\$ 12,421,620
Republic for Which It Stands		\$ 30,000,000	\$ 10,000,000	\$ 96,185,944	\$ 47,352,919	\$ 9,618,594
****Gross Receipts are the sum total of theatrical release, Blu-Ray/DVD/video purchase and rental and television, cable, pay-per-view and internet sales.						

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS DOCUMENT AS INVESTMENT, LEGAL OR TAX ADVICE FROM THE COMPANY. ANY PROSPECTIVE INVESTOR SHOULD CONSULT WITH PROFESSIONAL INVESTMENT ADVISORS, AND GAIN PROFESSIONAL LEGAL AND TAX ADVICE. EACH POTENTIAL INVESTOR SPECIFICALLY UNDERSTANDS AND AGREES THAT ANY ESTIMATES, PROJECTIONS, REVENUE MODELS, FORECASTS OR ASSUMPTIONS ARE BY DEFINITION UNCERTAIN AND THUS POSSIBLY UNRELIABLE. ANY PARTY CONSIDERING A TRANSACTION WITH THE COMPANY AGREES TO LOOK SOLELY TO ITS OWN DUE DILIGENCE. THE REVENUE MODELS CONTAINED IN THIS DOCUMENT ARE BASED ON CERTAIN ASSUMPTIONS OF FACT, AND ARE PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY AND DO NOT REPRESENT A FORECAST OF THE ANTICIPATED RESULTS OF THE COMPANY'S OPERATIONS. POTENTIAL INVESTORS MUST RECOGNIZE THAT THE PROJECTIONS ARE ONLY ESTIMATES, ARE NOT GUARANTEED, AND SHOULD NOT BE RELIED UPON BY ANY INVESTOR IN CONNECTION WITH THE COMPANY. NO INDEPENDENT AUDIT OR REVIEW OF THE FINANCIAL PROJECTIONS OR ASSUMPTIONS HAS BEEN PERFORMED. ALL INFORMATION CONTAINED IN THE ADVENT ENTERTAINMENT, LLC 5-YEAR PROFORMA IS SUBJECT TO CHANGE WITHOUT NOTICE AND IN THE SOLE DISCRETION OF THE COMPANY.

ADVENT DIGITAL SECURITY TOKEN SAFT

OFFERING MEMORANDUM

EXHIBIT B

FINANCIAL INFORMATION



ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA  
Telephone: 801.916.2526 E-mail: [support@advententertainment.com](mailto:support@advententertainment.com)

*This section alone does not constitute an offer to sell SAFT(s) issued by the Token Issuer. An offer may be made only by an authorized representative of the Token Issuer and the recipient must receive a complete Memorandum, including all Exhibits.*

ADVENT DIGITAL SECURITY TOKEN SAFT

OFFERING MEMORANDUM

BALANCE SHEET  
(unaudited)

FOR

ADVENT ENTERTAINMENT, LLC  
(a Utah limited liability company)

as of October 2, 2018

---

ASSETS

Cash USD \$0

USD \$0

TOTAL ASSETS USD \$0

LIABILITIES & EQUITY

USD \$0

Members' Equity USD \$0

TOTAL LIABILITIES & EQUITY USD \$0

ADVENT DIGITAL SECURITY TOKEN SAFT

OFFERING MEMORANDUM

INCOME STATEMENT (PROFIT/LOSS)  
(unaudited)

FOR

ADVENT ENTERTAINMENT, LLC

(a Utah limited liability company)

October 2, 2018

---

REVENUES	USD \$0.00	
INCOME	USD \$0.00	
TOTAL REVENUES AND INCOME		USD \$0.00
EXPENSES		
Accounting	USD \$0.00	
Legal Fees	USD \$0.00	
Consulting Fees	USD \$0.00	
Travel	USD \$0.00	
Bank Charges	USD \$0.00	
TOTAL EXPENSES		USD \$0.00
NET PROFIT / (LOSS)		(USD \$0.00)

ADVENT DIGITAL SECURITY TOKEN SAFT

OFFERING MEMORANDUM

EXHIBIT C

SUBSCRIPTION INFORMATION & INSTRUCTIONS  
AND  
FORM OF SIMPLE AGREEMENT FOR FUTURE TOKENS (SAFT)



ADVENT ENTERTAINMENT, LLC  
7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA  
Telephone: 801.916.2526 E-mail: [support@advententertainment.com](mailto:support@advententertainment.com)

*This section alone does not constitute an offer to sell SAFT(s) issued by the Token Issuer. An offer may be made only by an authorized representative of the Token Issuer and the recipient must receive a complete Memorandum, including all Exhibits.*

ADVENT DIGITAL SECURITY TOKEN SAFT

OFFERING MEMORANDUM

HOW TO SUBSCRIBE

To subscribe, please receive and read our Memorandum, and send the following documents:

1. ☐ An executed copy of the "Suitability Questionnaire", together with one of the following forms of evidence (see options A, B, C, or D, below) verifying to us that you are an "Accredited Investor" (see "Who May Subscribe" section of this Memorandum):

**A.** If you are a natural person claiming status as an Accredited Investor based upon your net worth:

☐ 1. A copy of your most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing your assets; and

☐ 2. A copy of your most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing your liabilities.

OR

**B.** If you are a natural person claiming status as an Accredited Investor based upon your income:

☐ 1. A copy of your federal tax returns for the past two (2) most recent years; and

☐ 2. A written representation from you that you reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

**C.** A written confirmation from one of the following independent third parties (i.e., who do not work for the Token Issuer or its Affiliates) that they have taken reasonable steps to verify your status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;

☐ Attorney in good standing;

☐ Certified public accountant (CPA) in good standing; or

☐ Such other third party professional deemed reasonable by the Token Issuer.

OR

**D.** Such other independent documentation or evidence deemed reasonable by the Token Issuer to verify your status as an Accredited Investor.

AND

2. ☐ An executed copy of the "Simple Agreement for Future Tokens" to the following address, together with your check or bank wire confirmation number:

ADVENT ENTERTAINMENT, LLC

7109 S. Highland Drive, Suite 201, Cottonwood Heights, USA

Telephone: 801.916.2526 E-mail: [support@advententertainment.com](mailto:support@advententertainment.com)

FOR BANK WIRE COORDINATES, PLEASE CONTACT US.

If your subscription is accepted, the Token Issuer will return a countersigned copy of your SAFT effective as of the date of receipt of your funds (the "Effective Date"). If rejected, all monies tendered will be returned to you in full without interest or further obligation.

To subscribe electronically, please visit the Token Issuer's website at [www.adventcryptocurrency.com](http://www.adventcryptocurrency.com).

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

SUITABILITY QUESTIONNAIRE

IMPORTANT NOTICE TO ALL SAFT SUBSCRIBERS: The Simple Agreement for Future Tokens (the "SAFT(s)") issued by ADVENT ENTERTAINMENT, LLC, a Utah company ("we", "our", "us", or the "Token Issuer"), will not be registered under the U.S. Securities Act of 1933, as amended (the "Act"), nor under the laws of any U.S. state or non-U.S. jurisdiction. Accordingly, in order to ensure that the offer and sale of SAFTs are exempt from registration, you must certify that you are an "Accredited Investor" as that term is defined under the Act and/or that you otherwise satisfy the requirements to invest in the SAFTs as set forth in the Memorandum (See "Who May Subscribe"). Also, under applicable U.S. law, the Token Issuer needs to take reasonable steps to verify your status as an "Accredited Investor". This confidential Suitability Questionnaire is designed to provide the Token Issuer with the information necessary to make a reasonable determination of whether you satisfy these suitability requirements. The information supplied in this confidential Suitability Questionnaire will be disclosed to no one without your consent other than to (i) the Token Issuer and its Affiliates, employees, agents, accountants and counsel, (ii) U.S. state and federal securities authorities or other regulatory organizations, if deemed necessary to use such information to support exemptions from registration under the Act and applicable state laws which it claims for the Offering, or (iii) others as may be required by law. BECAUSE THE TOKEN ISSUER WILL RELY ON YOUR ANSWERS IN ORDER TO COMPLY WITH U.S. FEDERAL AND STATE SECURITIES LAWS, IF NECESSARY, IT IS IMPORTANT FOR YOU TO CAREFULLY ANSWER EACH QUESTION.

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION BELOW:

Full legal name(s) of Subscriber(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State / Province: \_\_\_\_\_ Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

E-mail (mandatory)\*: \_\_\_\_\_

(\*NOTICE: By providing this e-mail address, you authorize us to transmit reports, updates and otherwise communicate with you exclusively using this e-mail address instead of sending paper copies to your physical or mailing address. If this e-mail address does not function or if it changes, you must provide us with an alternate e-mail address.)

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Taxpayer Identification Number(s) or Social Security Number(s): \_\_\_\_\_

Please check this box ☐ if you either are or have been a party to any present or past litigation or similar proceedings involving securities or financial matters. If not, then leave blank. If checked, please attach a brief written description of such proceeding(s) to this Questionnaire.

SUBSCRIBER SUITABILITY: (If applicable to you, please initial and check applicable boxes as appropriate on the following pages and attach the described evidence in support):

[PLEASE TURN TO NEXT PAGES]



ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

INDIVIDUAL INVESTORS

(please select either Option 1 or Option 2, below):

OPTION 1 – IF QUALIFYING BASED UPON NET WORTH:

(INITIAL HERE): \_\_\_\_\_ I am a natural person whose individual net worth (not including the value of my primary residence), or joint net worth with my spouse, presently exceeds USD \$1,000,000. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, or C, below, as may be applicable):

A: ☐ Copy of my most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing my assets.

AND

☐ Copy of my most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing my liabilities.

OR

B: ☐ Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;

☐ Attorney in good standing;

☐ Certified public accountant (CPA) in good standing; or

☐ Other: \_\_\_\_\_

OR

C: ☐ Other (please describe attachment(s)): \_\_\_\_\_

OPTION 2 – IF QUALIFYING BASED UPON INCOME:

(INITIAL HERE): \_\_\_\_\_ I am a natural person who had an individual income in excess of USD \$200,000 in each of the two most recent years or joint income with my spouse in excess of USD \$300,000 in each of those years and I reasonably expect reaching the same income level in the current year. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, or C, below, as may be applicable):

A: ☐ Copy of my federal tax returns for the past two (2) most recent years.

AND

☐ Written representation from me that I reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

B: Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;

☐ Attorney in good standing;

☐ Certified public accountant (CPA) in good standing; or

☐ Other: \_\_\_\_\_

OR

C: Other (please describe attachment(s)): \_\_\_\_\_

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, OR OTHER BUSINESS ENTITIES  
(please select either Option 1 or Option 2, below):

OPTION 1 – IF THE ENTITY WAS FORMED FOR THE PURPOSES OF INVESTING AND/OR HAS ASSETS OF LESS THAN USD \$5,000,000:

(INITIAL HERE): \_\_\_\_\_ I am a corporation, partnership, limited liability company, or other entity in which all of the equity owners are “Accredited Investors” (meeting at least one of the suitability requirements for individual Subscribers). As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, C, or D, below, as may be applicable):

☐ Copies of the entity’s organizational documents including the list of owners.

AND EITHER:

A: (if qualifying based upon owners’ net worth)

☐ Copies of each of the owners’ most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets.

AND

☐ Copies of each of the owners’ most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

B: (if qualifying based upon owners’ income)

☐ Copies of each of the owners’ federal tax returns for the past two (2) most recent years.

AND

☐ A written representation from each owner that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C: Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;

☐ Attorney in good standing;

☐ Certified public accountant (CPA) in good standing; or

☐ Other: \_\_\_\_\_

OR

D: ☐ Other (please describe attachment(s)): \_\_\_\_\_

(SEE NEXT PAGE FOR OPTION 2):

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, OR OTHER BUSINESS ENTITIES (CONTINUED)

OPTION 2 – IF THE ENTITY WAS NOT FORMED FOR THE PURPOSES OF INVESTING AND HAS ASSETS OF USD \$5,000,000 OR MORE: (INITIAL HERE): \_\_\_\_\_ I am a corporation, partnership, limited liability company, or a “Massachusetts” or similar business trust with total assets in excess of USD \$5,000,000 and was not formed for the specific purpose of investing, the executive officer, manager or trustee of which has such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the Token Issuer. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, or C, below, as may be applicable):

☐ Copy of the entity's organizational documents.

AND

☐ Biographical information of the executive officer, manager or trustee.

AND EITHER:

A: ☐ Audited financial statements.

OR

B: ☐ Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;

☐ Attorney in good standing;

☐ Certified public accountant (CPA) in good standing; or

☐ Other: \_\_\_\_\_

OR

C: ☐ Other (please describe attachment(s)): \_\_\_\_\_

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

LIVING TRUSTS, FAMILY TRUSTS, REVOCABLE TRUSTS, ETC.

(INITIAL HERE): \_\_\_\_\_ I am a revocable or family trust the settlor(s) or grantor(s) of which (i) may revoke the trust at any time and regain title to the trust assets; and (ii) meet(s) at least one of the suitability requirements for individual Subscribers, above. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, C, or D, below, as may be applicable):

Copy of the trust agreement.

AND EITHER:

A: (if qualifying based upon owners' net worth)

☐ Copies of each settlor's or grantor's most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets.

AND

☐ Copies of each settlor's or grantor's most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

B: (if qualifying based upon owners' income)

☐ Copies of each settlor's or grantor's federal tax returns for the past two (2) most recent years.

AND

☐ A written representation from each settlor or grantor that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C: Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;

☐ Attorney in good standing;

☐ Certified public accountant (CPA) in good standing; or

☐ Other: \_\_\_\_\_

OR

D: Other (please describe attachment(s)): \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

INDIVIDUAL RETIREMENT ACCOUNTS  
(to be initialed by the Subscriber, not the IRA custodian)

(INITIAL HERE): \_\_\_\_\_ I am an individual retirement account administered in accordance with the U.S. Tax Code the participant of which meets at least one of the suitability requirements for individual Subscribers, above. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, C, or D, below, as may be applicable):

☐ Copy of most recent (within the past 3 months) IRA account statement, including the name, contact information, etc., of the IRA custodian.

AND EITHER:

A: (if qualifying based upon Subscriber's net worth)

☐ Copies of the Subscriber's most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets.

AND

☐ Copies of the Subscriber's most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

B: (if qualifying based upon Subscriber's income)

☐ Copies of the Subscriber's federal tax returns for the past two (2) most recent years.

AND

☐ A written representation from the Subscriber that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C: Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;

☐ Attorney in good standing;

☐ Certified public accountant (CPA) in good standing; or

☐ Other: \_\_\_\_\_

OR

D: ☐ Other (please describe attachment(s)): \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

OTHER

(INITIAL HERE): \_\_\_\_\_ I am a beneficial owner, control person, executive officer, or manager of the Token Issuer or its affiliates. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, or C, below, as may be applicable):

A: ☐ Copy of my employment or management agreement with the Token Issuer.

OR

B: ☐ Copy of resolutions or minutes appointing me to my position with the Token Issuer.

OR

C: ☐ Other (please describe attachment(s)): \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

**SUBSCRIBER REPRESENTATION:** In order to further induce the Token Issuer to accept this subscription, I represent and warrant the following to be true: I QUALIFY AS AN "ACCREDITED INVESTOR" UNDER RULE 501(a) OF THE ACT AND I AM NOT DEPENDENT UPON THE FUNDS I AM INVESTING. I further represent that I satisfy any other minimum income and/or net worth standards imposed by the jurisdiction in which I reside, if different from any standards set forth by the Token Issuer. If I am acting in a representative capacity for a corporation, partnership, LLC, trust or other entity, or as agent for any person or entity, I hereby represent and warrant that I have full authority to subscribe for the Token Issuer's SAFTs in such capacity. If I am subscribing for the Token Issuer's securities in a fiduciary capacity, the representations and warranties herein shall be deemed to have been made on behalf of the person or persons for whom I am subscribing. Under penalty of law, I certify that (1) the number provided herein is my correct U.S. Taxpayer Identification Number or Social Security Number; and (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. In addition, I represent and warrant that the funds I am using to subscribe in the Offering were not and are not directly or indirectly derived from any activities that contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws and regulations. By subscribing in the Offering I represent and warrant that none of: (1) myself; (2) any person controlling or controlled by me; (3) if I am a privately-held entity, any person having a beneficial interest in me; or (4) any person for whom I am acting as agent or nominee in connection with this subscription is a country, territory, entity or individual named on a list maintained by the Office of Foreign Asset Control (OFAC) of the U.S. Department of Treasury, or a person or entity prohibited under OFAC Programs as described in the Memorandum. By subscribing in the Offering I agree to promptly notify the Token Issuer should I become aware of any change in the information set forth in any of my representations as made herein or otherwise. I understand that the Token Issuer may be obligated by law to "freeze the account" of any Subscriber, including my own, either by prohibiting additional subscriptions to it, declining any redemption requests from it and/or segregating the assets in the account in compliance with governmental regulations, and that the Token Issuer may also be required to report such action and to disclose my identity to the OFAC. Also, by subscribing in the Offering I represent and warrant that none of: (1) myself; (2) any person controlling or controlled by me; (3) if I am a privately-held entity, any person having a beneficial interest in me; or (4) any person for whom I am acting as agent or nominee in connection with my subscription is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure (as those terms are defined by law or regulations) of a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Also, if I am affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if I receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, I represent and warrant to the Token Issuer that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

BY EXECUTING BELOW, I REPRESENT AND WARRANT THAT THE INFORMATION CONTAINED IN THIS QUESTIONNAIRE IS TRUE, ACCURATE AND COMPLETE.

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Name of Entity (if applicable)

X \_\_\_\_\_  
Second Authorized Signature (if applicable)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Name of Entity (if applicable)

ADVENT DIGITAL SECURITY TOKEN SAFT

OFFERING MEMORANDUM

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS ("SAFT") HAS NOT BEEN REGISTERED UNDER THE UNITED STATES' SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE OR JURISDICTION OR ANY OTHER APPLICABLE NON-U.S. LAW OR JURISDICTION. THIS SAFT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND/OR APPLICABLE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM. THE TOKEN ISSUER OF THIS SAFT MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE TOKEN ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND/OR ANY APPLICABLE SECURITIES LAWS.



SIMPLE AGREEMENT FOR FUTURE TOKENS

issued by

ADVENT ENTERTAINMENT, LLC

for

ADVENT TOKENS

THIS SIMPLE AGREEMENT FOR FUTURE TOKENS (this "SAFT"), to be effective as of the Effective Date set forth on the signature page hereof, in consideration of payment by the undersigned Subscriber (the "Subscriber") of the Subscription Price set forth on the signature page hereof (the "Subscription") to ADVENT ENTERTAINMENT, LLC, a Utah corporation (the "Token Issuer"), the Token Issuer hereby issues to the Subscriber the right to receive the Number of Advent Tokens set forth on the signature page hereof (the "Token(s)"), subject to the terms set forth below and in the Token Issuer's Offering Memorandum (the "Memorandum") which Memorandum is incorporated herein by reference as if fully set forth and of which this SAFT is made a part.

1. Events

(a) Token Distribution Event. On the Initial Token Distribution Date (defined below), before the expiration or termination of this SAFT, the Token Issuer will automatically issue the Tokens to the Subscriber; provided that, in connection with and prior to the issuance of Tokens by the Token Issuer to the Subscriber pursuant to this Section 1(a),

(i) The Subscriber will execute and deliver to the Token Issuer any transaction documents related to this SAFT and/or the Tokens upon reasonable request in order to give effect to the transaction(s) contemplated by this SAFT; and



# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

(ii) The Subscriber will provide the Token a digital security token wallet address to which the Token Issuer may deliver Tokens during the anticipated Token Distribution Event. If the Subscriber is unable to provide such a wallet, the Token Issuer may create such a wallet for the Subscriber and assign it to the Subscriber. For the avoidance of doubt, the digital security token wallet address must be under the direct or indirect control of the Subscriber and shall not be under the direct or indirect control of a third-party.

(b) Termination. This SAFT will expire and terminate upon either (i) the issuance of Tokens to the Subscriber pursuant to Section 1(a); or (ii) the refunding of the Subscriber's Subscription Price in the Token Issuer's sole discretion prior to the issuance of Tokens.

(d) Restrictions. The Tokens to be delivered pursuant to this SAFT are subject to the Use Restriction as defined herein.

(e) Subscription Price and Bonuses. The Subscription Price of Advent is equal to USD \$0.30 per Advent ("Advent") Token plus one or more "Bonuses" according to the following schedules:

"Bonus 1" based upon time of Subscription:

October 2, 2018 through November 30, 2018: 50% Bonus

November 30, 2018 through December 31, 2018: 25% Bonus

January 1, 2019 and beyond: in the sole discretion of the Token Issuer.

"Bonus 2" based upon Subscription Amount:

\$1,000,000 up to \$4,999,999.99: 10% Bonus

\$5,000,000 up to \$9,999,999.99: 20% Bonus

\$10,000,000 up to \$14,999,999.99: 30% Bonus

\$15,000,000 up to \$19,999,999.99: 40% Bonus

\$20,000,000 or more: 50% Bonus

For example, and for illustrative purposes only, in the hypothetical event a Subscriber's funds of USD \$900,000 are received by the Token issuer on October 28, 2018 at USD \$.30 per Advent Token, such Subscriber shall be entitled to receive 4,500,000 Advent Tokens (i.e., 3,000,000 plus a 50% Bonus (1,500,000)) upon fulfillment by the Token Issuer. If the same Subscriber were to, instead, subscribe with USD \$12,000,000 on such date, then the same would be entitled to receive 72,000,000 Advent Tokens (i.e., 40,000,000 plus a 50% Bonus (20,000,000) plus an additional 30% Bonus (12,000,000)) upon fulfillment by the Token Issuer. After January 1, 2019, these terms may be withdrawn or modified at any time in the Token Issuer's sole discretion.

### ADVENT TOKEN HOLDING PERIOD

Advent Tokens are being offered from the United States of America and according to the laws of the U.S.A., Advent Entertainment, LLC is offering the Advent Tokens pursuant to Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder. Purchase of Advent Tokens through our Offering Memorandum will be a SAFT (Simple Agreement for Future Tokens) Agreement. There will be a holding requirement of 12 months. Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters. Upon purchase, Advent Tokens will be reserved for purchaser by Advent Entertainment, LLC. After the holding period of 12 months, the Advent Tokens will be released to purchaser and Advent Tokens may be freely traded.

## 2. Select Definitions

"Initial Token Distribution Date" means the first date of the Token Issuer's first Token Distribution Event

# ADVENT CRYPTOCURRENCY SAFT

## OFFERING MEMORANDUM

pursuant to this SAFT.

“Offering” means the offering of the SAFT to Accredited Investors in accordance with Section 4(a)(5) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made, pursuant to the terms of the Memorandum.

“Other SAFT” means a SAFT the Token Issuer may issue outside the terms of this Memorandum or otherwise. This definition excludes: (i) Tokens issued pursuant to any employee incentive or similar plan of the Token Issuer; provided that, an instrument substantially similar to or the same as this SAFT may be used in connection with such plan; (ii) Tokens issued or issuable to third party service providers or others or the provision of goods or services to the Token Issuer; (iii) Tokens issued or issuable in connection with

sponsored research, collaboration, technology license, development, marketing or other similar agreements or strategic partnerships; and (iv) any convertible securities issued by the Token Issuer.

“SAFT” means this “Simple Agreement for Future Tokens” instrument through which the Token Issuer is granting Subscriber the future right to receive Tokens.

“Token Distribution Event” means the Token Issuer’s delivery of Tokens to persons other than persons who control, are controlled by, or are under common control with the Token Issuer.

“Use Restriction” means the general prohibition on the Subscriber’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens on the Token protocol until such Tokens are vested as provided in the following vesting schedule: None until 90 days have elapsed since the Effective Date and, thereafter, only to the extent permitted under available exemptions from registration under the U.S. Securities Act\*, and without restriction thereafter.

3. No Amendment Rights. The Token Issuer intends to offer and sell SAFTs only in accordance with the Memorandum. However, if the Token Issuer issues Other SAFTs prior to the termination of this SAFT, the Token Issuer is under no obligation to provide the Subscriber with written notice thereof, copies of any documentation relating to such Other SAFT, or any additional information related to such Other SAFT, whether or not reasonably requested by the Subscriber. The Token Issuer is under no obligation to amend and restate this SAFT to be identical to the instrument(s) evidencing any Other SAFT.

### 4. Token Issuer Representations

(a) The Token Issuer is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah and has the power and authority to carry on business for any lawful purpose.

(b) The execution, delivery and performance by the Token Issuer of this SAFT is within the power of the Token Issuer and, other than with respect to the actions to be taken when Tokens are to be issued to the Subscriber, has been duly authorized by all necessary actions on the part of the Token Issuer. This instrument constitutes a legal, valid and binding obligation of the Token Issuer, enforceable against the Token Issuer in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Token Issuer, it is not in violation of (i) its current certificate of incorporation or bylaws or other governing documents, (ii) any material statute, rule or regulation applicable to the Token Issuer or (iii) any material indenture or contract to which the Token Issuer is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be

---

\* Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Subscriber is to consult with their own securities counsel as to such matters.

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

expected to have a material adverse effect on the Token Issuer.

(c) The performance and consummation of the transactions contemplated by this SAFT do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Token Issuer; (ii) result in the

acceleration of any material indenture or contract to which the Token Issuer is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Token Issuer or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Token Issuer, its business or operations.

(d) No consents or approvals are required in connection with the performance of this SAFT, other than: (i) the Token Issuer's corporate approvals; and (ii) any qualifications or filings under applicable securities laws.

(e) To its knowledge, the Token Issuer owns or possesses (or can obtain on commercially reasonable terms) sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, processes and other intellectual property rights necessary for its business as now conducted and as currently proposed to be conducted, without any conflict with, or infringement of the rights of, others. (f) The Token Issuer hereby incorporates and restates in this SAFT by reference all representations made by the Token Issuer contained in the Memorandum.

#### 5. Subscriber Representations

(a) The Subscriber has full legal capacity, power and authority to execute and deliver this SAFT and to perform its obligations hereunder. This SAFT constitutes a valid and binding obligation of the Subscriber, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Subscriber is: (i) an "Accredited Investor" as such term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act of 1933, as amended (the "Act"); (ii) an eligible person listed under Rule 701(c) of the Act; or (iii) not a U.S. person within the meaning of Rule 902 of Regulation S under the Act. The Subscriber has been advised that this SAFT may be considered a "security" that has not been registered under the Act or any state or other jurisdiction's securities laws and, therefore, cannot be resold unless registered under the Act and applicable state or jurisdiction securities laws or unless an exemption from such registration requirements is available. The Subscriber is subscribing for this SAFT for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the same. The Subscriber has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of this SAFT and/or the Tokens, is able to incur a complete loss of their Subscription Price without impairing the Subscriber's financial condition, and is able to bear the economic risk of this SAFT and/or the Tokens for an indefinite period of time. The Subscriber further represents that it has been provided the opportunity to ask the Token Issuer questions, and where applicable, has received answers from the Token Issuer, regarding the Offering and this SAFT but acknowledges that neither the Token Issuer nor its affiliates, representatives or advisors have provided Subscriber with any legal, tax, or financial advice whatsoever in connection with this SAFT and/or the Tokens to be issued hereby and do not represent the Subscriber.

(c) The Subscriber acknowledges and accepts in this SAFT by reference all of the risk factors set forth in the Memorandum. The Subscriber further represents that it has received and read the Memorandum, understands and agrees to be bound by its terms, and has been provided the opportunity to ask the Token Issuer questions, and where applicable, has received answers from the Token Issuer, regarding the Memorandum and has been afforded the opportunity to be represented by their own respective independent legal, tax, and financial advisors in connection with their Subscription, none of whom are affiliated with the Token Issuer.

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

(e) The Subscriber agrees to be bound by any affirmation, assent or agreement that it transmits to the Token Issuer or the Token Issuer's affiliates by computer or other electronic device, including Internet, telephonic and wireless devices, including, but not limited to, any consent it gives to receive communications from the Token Issuer or any of the Token Issuer's affiliates solely through electronic transmission. The Subscriber agrees that when it clicks on an "I Agree," "I Consent," or other similarly worded button or entry field with its mouse, keystroke or other device, the Subscriber's agreement or consent will be legally binding and enforceable against it and will be the legal equivalent of its handwritten signature on an agreement that is printed on paper. The Subscriber agrees that the Token Issuer and any of the Token Issuer's affiliates may send the Subscriber electronic copies of any and all communications associated with its purchase of Tokens.

6. Payment Instructions

(a) Payment instructions have been included in the Memorandum under the section called "How to Subscribe".

(b) The Token Issuer currently accepts Subscriptions of the Subscription Price in denominations of Bitcoin, Ether, or Litecoin, and/or U.S. Dollars via bank wire transfers.

7. Miscellaneous

(a) Any provision of this SAFT may be amended, waived or modified only upon the written consent of the Token Issuer and the Subscriber.

(b) Any notice required or permitted by this SAFT will be deemed sufficient when sent by email to the relevant address listed on the signature page hereof as may be subsequently modified by written notice.

(c) The Subscriber is not entitled, as a holder of this SAFT, to vote or receive dividends or be deemed the holder of capital stock of the Token Issuer or its affiliates for any purpose, nor will anything contained herein be construed to confer on the Subscriber, as such, any of the rights of a stockholder of the Token Issuer or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

(d) Neither this SAFT nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; provided, however, that this SAFT and/or the rights contained herein may be assigned without the Token Issuer's consent by the Subscriber to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Subscriber, including, without limitation, any general partner, managing member, officer or director of the Subscriber, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management team with, the Subscriber; and provided, further, that the Token Issuer may assign this SAFT in whole, without the consent of the Subscriber, in connection with a reincorporation to change the Token Issuer's domicile or for other corporate purposes.

(e) In the event any one or more of the provisions of this SAFT is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this SAFT operate or would prospectively operate to invalidate this SAFT, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this SAFT and the remaining provisions of this SAFT will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(f) All rights and obligations hereunder will be governed by the laws of the State of Utah without regard to the conflicts of law provisions of such jurisdiction.

\* \* \* \* \*

(SIGNATURE PAGE FOLLOWS)

ADVENT CRYPTOCURRENCY SAFT

OFFERING MEMORANDUM

IN WITNESS WHEREOF, the undersigned have caused this SAFT to be duly executed and delivered effective as of the date of the Token Issuer's acceptance (the "Effective Date") in accordance with the following terms:

Subscription Price:

USD \$0.30 per Token (plus Bonus(es), if applicable)

Furthermore, by either manually signing below and/or by pressing the "I Agree" button, the undersigned Subscriber hereby (i) agrees to comply with and be bound by all terms of this SAFT, (ii) acknowledges and accepts that all Subscriptions are final and there are no refunds or cancellations except as may be required by applicable law or regulation, and (iii) further acknowledges and accepts that the Token Issuer reserves the right to refuse or cancel any SAFT and return Subscriptions at any time for any or no reason in its sole and absolute discretion.

SUBSCRIBER: ["I Agree"]

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Name of Entity (if applicable)

TOKEN ISSUER ACCEPTANCE:  
ADVENT ENTERTAINMENT, LLC, a Utah company

By: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Lee Baker, Manager