

EXCHANGILY LLC.

Token Pre-Sale Agreement:
Simple Agreement for Future Tokens

THIS AGREEMENT is made as of this _____ day of _____, 2018.

BETWEEN:

EXCHANGILY LLC. (the “**Company**”), a limited liability company incorporated under the laws of the State of Ohio, United States of America;

-and-

_____ (the “**Purchaser**”), [an individual resident in] or [a corporation incorporated in]

This Token Pre-Sale Agreement (the “**Agreement**”) is made as of [DATE] (the “**Effective Date**”) by and between the undersigned Purchaser and the Company.

RECITALS

WHEREAS the Company is engaging in a Token Generation Event pursuant to the terms and purposes of the White Paper attached hereto as **Schedule A** (the “**White Paper**”);

AND WHEREAS the Company is creating cryptographic tokens (the “**Tokens**”) to facilitate the development and maintenance of the Exchangily system (described in the White Paper (the “**Platform**”));

AND WHEREAS the Company intends to conduct a pre-sale of Tokens (the “**Pre-Sale**”) beginning time on August 1, 2018 and ending at 23:59 PM on October 31, 2018 (the “**End Date**”) or when the total Committed Purchase Quantity (as defined below) reaches 125,000 ETH worth of Tokens, whichever is earlier (the “**Offer Period**”);

AND WHEREAS the Purchaser wishes to purchase and Company wishes to sell Tokens to The Purchaser in the Pre-Sale, on the terms and conditions set forth below;

NOW THEREFORE in consideration of the mutual covenants and premises made by the Purchaser and Company (individually, each a “**Party**” and collectively, the “**Parties**”) covenant and agree as follows:

GENERAL DISCLAIMER

The Purchaser expressly acknowledges, understands and agrees that the Purchaser is purchasing Tokens for the exclusive purpose of using said Tokens on the Platform, and that such purchase is at the Purchaser’s sole risk and the Purchaser shall rely on its own examination and investigation of the merits of the Tokens and the Platform. The Purchaser acknowledges that the Purchaser is capable of evaluating the merits and risks of purchasing the Tokens, and is able to incur a complete loss of such purchase without impairing the Purchaser’s financial condition and is able to bear the economic risk of such purchase for an indefinite period of time.

The Tokens themselves are not securities, commodities, swaps on either securities or commodities or a financial instrument of any kind with respect to the Company. The sale of Tokens does not confer any rights associated with these types of financial instruments in the Company. Purchases and sales of Tokens are not subject to the protections of any laws governing those types of financial instruments. This Agreement and all other documents referred to in this Agreement including the White Paper do not constitute a prospectus or offering document, and are not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity in any jurisdiction in which the sale or solicitation is required to be registered under any state, federal or foreign laws governing the sale of Tokens.

The Tokens are not designed for investment purposes and should not be considered as a type of investment; they are designed to be used solely on the Platform and for no other purpose. The Purchaser is not entitled, as a Party to this Agreement and a holder of Tokens so acquired pursuant to this Agreement, to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor will anything contained herein be construed to confer on Purchaser any of the rights of a stockholder of the Company 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.

As more fully described in the White Paper, the Tokens do give the owner the right to receive a share of the profits of, and grant certain voting rights with respect to, the Platform. These rights could cause the Token to be classified as a ‘security token’ rather than a ‘utility token’.

1 Scope

Unless otherwise stated herein, this Agreement only governs the Purchaser's purchase of Tokens from the Company during the Pre-Sale.

2 Purchase and Sale of Tokens

- 2.1 Offer.** This Agreement does not constitute an offer to purchase and use the Tokens under its conditions and terms. During the Offer Period, Purchaser shall submit to the Company a Purchase Request, specifying the exact Token purchase quantity. The Purchase Request is a legally non-binding general inquiry by Purchaser. Company then shall submit to Purchaser an Offer Invitation, specifying the total purchase price for the quantity of Tokens Purchaser is buying. The Offer Invitation also is a legally non-binding invitation to make an offer. The Purchase then shall either decline an Offer Invitation, or accept an offer by signing this Agreement.
- 2.2 Binding Purchase Commitment.** Purchaser acknowledges and agrees that Purchaser's execution of this Agreement constitutes a binding obligation to purchase the Committed Purchase Quantity (as defined below) and to pay the full Purchase Price therefor.
- 2.3 Purchaser Price.** The Ethereum ("ETH") Price is 0.00003 per ONE (1) Token, or US Dollar 0.012 per ONE (1) Token. The company accepts ether ETH or USD as a purchase price for Tokens.
- 2.4 Minimum Purchase Amounts.** The Purchaser may purchase a minimum of 1 ETH worth of Tokens.
- 2.5 Committed Purchase Quantity.** Purchaser desires to purchase an amount of Tokens as follows:

Number of Tokens (the "Committed Purchase Quantity")	Total Purchase Price

- 2.6 Payment of Purchase Price.** Purchase must be fully paid within FIVE (5) days after the Agreement is sent to the Purchaser (the "**Agreement Distribution Date**"). If Purchaser fails to deliver to Company an executed copy of this Agreement within FORTY-EIGHT (48) hours of the Agreement Distribution Date, Company will not accept Purchaser's signature and the Agreement will be void. Similarly, if Purchaser fails to pay the full Purchase Price in accordance with the terms of this Agreement within FIVE (5) days of the Agreement Distribution Date, the Company reserves the right to declare this Agreement void by providing written notice to Purchaser to that effect, and refusing to accept the Purchaser's payment of the Purchase Price. If the Company voids this Agreement, Purchaser may request a new Pre-Sale Agreement, which will be subject to acceptance by the Company pursuant to provision 2.8.

- 2.7 Countersignature by Company.** This Agreement will not be binding until countersigned by the Company. The Company reserves the right not to accept or countersign this Agreement or any other Pre-Sale Agreement in the Company's reasonable discretion. In such event, the Company may negotiate in good faith with Purchaser to arrive at a mutually acceptable Committed Purchase Quantity subject to the terms of a new Pre-Sale Agreement.
- 2.8 Delivery of the Tokens.** Provided that the Purchaser has provided a Token Receipt Address, the Company will deliver the quantity of Tokens purchased by Purchaser within THREE (3) weeks of the Pre-Sale End Date; provided, however, that Company reserves the right to extend the Token delivery deadline for up to TWO (2) additional weeks if necessary to address any unanticipated technical difficulties. For the avoidance of doubt, any such extension shall not affect the obligation of the Company and Purchaser to make and take delivery, respectively, of the Tokens purchased in the Pre-Sale.
- 2.9 No right of Withdrawal.** All Token purchases from Company are final, and there are no refunds or cancellations except as may be required by applicable law or regulation. The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole discretion.
- 2.10 Taxes.** Any amounts that Purchaser pays for Tokens are exclusive of all applicable taxes. Purchaser is responsible for determining what, if any, taxes apply to Purchaser's purchase of Tokens, including, for example, sales, use, value added, and similar taxes, and the Purchaser acknowledges that any such taxes, if applicable, are **included in** the purchase price. It is also Purchaser's responsibility to withhold, collect, report and remit the correct taxes to the appropriate tax authorities. Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value added, or similar tax arising from the Purchaser's purchase of Tokens.
- 2.11 Personal Information.** The Company may determine, in its sole discretion, that it is necessary to obtain certain information about the Purchaser in order to comply with applicable laws or regulations in connection with selling Tokens to the Purchaser. The Purchaser agrees to provide the Company such information promptly upon request. The Purchaser acknowledges that the Company may refuse to sell Tokens to the Purchaser until the Purchaser provides such requested information and has determined that it is permissible to sell the Purchaser Tokens under applicable laws or regulations.
- 2.12 Purchaser Questionnaire.** Each Purchaser shall be required to submit to the Company, together with the executed copy of this Agreement, the Purchaser Questionnaire attached as **Schedule B** to this Agreement. The Company shall be under no obligation to sell Tokens to a U.S. resident without delivery of the Purchaser Questionnaire.

3 Restrictions

- 3.1** The Purchaser shall not resell, grant, transfer, or distribute the Tokens to any third party during the THREE (3) months after the Pre-Sale End Date or such

longer period as may be required under applicable securities laws in jurisdictions where the Tokens may be deemed a security.

- 3.2** The Purchaser shall not use the Tokens for any illegal or unlawful actions or other unauthorized purposes, and acknowledges that it is not purchasing the Tokens for investment purposes.

4 Company Representations and Warranties

- (a) The Company is duly formed and validly existing under the laws of the State of Ohio, United States of America, and has the power and authority to enter into this Agreement.
- (b) To the knowledge of the Company, it is not in violation of (i) its current certificate of formation or limited liability company agreement, (ii) any material statute, rule or regulation applicable to the Company or (iii) any material indenture or contract to which the Company 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 expected to have a material adverse effect on the Company.
- (c) The performance and consummation of the transactions contemplated by this agreement do not and will not:
 - (i) violate any material judgment, statute, rule or regulation applicable to Company;
 - (ii) result in the acceleration of any material indenture or contract to which the Company 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 Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- (d) No consents or approvals are required in connection with the performance of this agreement other than the Company's corporate approvals;
- (e) To its knowledge, Company 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.

5 Purchaser Representations and Warranties

- (a) The Purchaser has full legal capacity, power and authority to execute and deliver this agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of the Purchaser, enforceable in accordance with its terms;
- (b) The Purchaser has read and understands the terms and conditions of this Agreement (including all Exhibits);
- (c) The Purchaser understands the restrictions and risks associated with the purchase and use of Tokens, and acknowledges and assumes all such risks;
- (d) The Purchaser has obtained sufficient information about the Tokens to make an informed decision to purchase the Tokens;

- (e) The Purchaser understands that the Tokens confer only the rights outlined in the provision 6.2, and confer no other rights of any form with respect to the Company, including, but not limited to, any ownership, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (f) The Purchaser is purchasing Tokens solely for the purpose of using said Tokens on the Platform. The Purchaser is not purchasing Tokens for any other purposes, including, but not limited to, any investment, speculative or financial purpose;
- (g) The Purchaser undertakes to comply with any applicable tax obligations in Purchaser's jurisdiction arising from Purchaser's purchase of Tokens, and shall indemnify the Company for any and all assessments resulting in any taxes being owed as a result of the Purchaser's non-compliance;
- (h) The Purchaser will comply with the applicable anti-money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively the "**Anti-Money Laundering Laws**"), and represents that he/she/it will not engage in any money laundering or terrorist financing activity as defined under the Anti-Money Laundering Laws through his/her/its participation in the contribution to Company;
- (i) The funds used by Purchaser to purchase the Tokens was derived from lawful purposes and can be used to make an investment in the Tokens;
- (j) The Purchaser is not a citizen or resident of a geographic area in which access to or use of or the acceptance of delivery of the Tokens is prohibited by applicable law, decree, regulation, treaty, or administrative act. If the Purchaser is entering this Agreement on behalf of a legal entity, the Purchaser further represents and warrants that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization, and (ii) the Purchaser is duly authorized by such legal entity to act on its behalf
- (k) If the Purchaser has not delivered the Purchaser Questionnaire, the Purchaser represents and warrants that it is a "Non-U.S. Person" as defined under Regulation S under the Securities Act of 1933, as amended.

6 Purchaser's Rights

6.1 Refund. If the Company has not delivered Tokens to the Purchaser in accordance with the terms set out in provision 2 for any reason, provided that the Purchaser has provided a refund address, the Purchaser may request a refund of the full Purchase Price and the Company shall make such refund within TWO (2) WEEKS of the Company's receipt of such request. The Company is not responsible for any delays, losses, costs, expenses, or other issues relating to or arising from an incomplete or inaccurate refund address provided to the Company by the Purchaser.

6.2 Right to access and participate on the Platform. The Purchaser acknowledges that purchasing Tokens gives the Purchaser the right to access and participate on the Platform.

6.3 No other right. The Purchaser understands and accepts that Tokens do not represent or confer any ownership right or stake, share, security, or equivalent rights, or any right to receive future revenue, shares, intellectual property rights or any other form of participation in the Company.

6.4 Rights of the Purchaser are only derived from this Agreement and statutory law. Rights derived from this Agreement are: (a) the right to delivery of the Tokens, and (b) rights in connection with the representations and warranties made by the Company.

7 Indemnification

To the fullest extent permitted by applicable law, the Purchaser will indemnify, defend and hold harmless the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Company Parties**”) from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys’ fees) that arise from or relate to:

- a) Purchaser’s purchase or use of Tokens,
- b) Purchaser’s responsibilities or obligations under this Agreement,
- c) Purchaser’s violation of this Agreement, or
- d) Purchaser’s violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at the Purchaser’s expense, of any claim subject to indemnification under this Provision. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between the Purchaser and Company.

Except as provided in Provision 6.1, the Purchaser agrees not to seek any refund, compensation or reimbursement from the Company, regardless of the reason, and regardless of whether the reason is identified in this Agreement. To the fullest extent permitted by law, Purchaser waives any rights to rescission under any U.S. federal or state securities laws.

8 Limitation of Liability

- 8.1** To the fullest extent permitted by applicable law, (i) in no event will the Company or any of the Company Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income of profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale or use of the Tokens or otherwise related to these terms, regardless of the form of action, whether based in contract, tort, or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable), and (ii) in no event will the aggregate liability of Company and the Company Parties (jointly), whether in contract, warranty, tort, or any other legal or equitable theory, arising out of or relating to these terms or the use of or

inability to use Tokens, exceed the amount Purchaser paid to Company for Tokens.

- 8.2** The limitations set forth in provision 8.1 will not limit or exclude liability for the gross negligence, fraud or intentional, wilful or reckless misconduct of Company.

9 Release

To the fullest extent permitted by applicable law, the Purchaser releases the Company and the other Company Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties.

10 Force Majeure

Purchaser understands and agrees that the Company shall not be liable and disclaims all liability to Purchaser in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

11 Amendments

Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Parties.

12 Confidentiality

The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from the Company, including, but not limited to, the existence of this Agreement, information or data regarding price, terms, conditions, obligations, representations, and warranties set forth in this Agreement or delivered in relation to this Agreement, was received in confidence. The Purchaser hereby expressly agrees to take all reasonable precautions to protect such information and not to disclose any such information or any information derived therefrom to any third person prior to the end date of any public sale, as defined in the White Paper.

13 Dispute Resolution

- 13.1 Informal Dispute Resolution.** The Parties shall cooperate in good faith to resolve any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (a “**Dispute**”). If the Parties are unable to resolve a Dispute within SIXTY (60)

days of notice of such Dispute being received by all Parties, such Dispute shall be finally settled by Binding Arbitration as defined in Provision 13.2.

13.2 Binding Arbitration. Any Dispute not resolved within SIXTY (60) days as set forth in Provision 13.1 shall be referred to and finally resolved by arbitration under the American Arbitration Association rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The seat, or legal place, of arbitration shall be Cleveland, Ohio, United States. The language to be used in the arbitral proceedings shall be English. The governing law of the Agreement shall be as set forth in Provision 14 herein. The arbitration award shall be final and binding on the Parties (“**Binding Arbitration**”). The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. The Parties will each pay their respective legal fees and expenses.

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

14 Governing Law

This Agreement will be governed by and construed in accordance with the laws of Ohio, United States, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. The Purchaser hereby consents to the exclusive jurisdiction of and venue in the courts of Ohio, United States, in all disputes arising out of or relating to this Agreement.

15 Termination

The Company reserves the right to terminate this Agreement, in its sole discretion, in the event that the Purchaser breaches this Agreement. Upon termination of this Agreement: (a) Purchaser is not entitled to any refund of any amount paid; and (b) provision 3 will continue to apply in accordance with their terms.

16 Severability

Should any one or more provisions herein be deemed invalid, illegal or unenforceable by an arbitrator or a court of competent jurisdiction or other authority in any respect, such declaration shall in no way affect the validity, legality and enforceability of the remaining provisions herein, and any such invalid, illegal, or unenforceable provision shall be deemed severable.

17 Assignment

This Agreement may be assigned by the Company but may not be assigned in whole or in part by the Purchaser without the express prior written consent of the Company.

18 Counterparts

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

_____)	_____
Witness)	[PURCHASER]
)	
)	
)	EXCHANGILY LLC
)	
_____)	_____
Witness)	Per: DORA TANG, CEO
		I have authority to bind the corporation

Schedule A
EXCHANGILY LLC. White Paper

Schedule B

EXCHANGILY LLC

PURCHASER QUESTIONNAIRE

The information provided in this questionnaire will be used primarily to assist Exchangily, LLC (the “Company”) in determining whether potential investors, or “offerees,” come within one of the categories of “accredited investor” under Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “Act”). Presently, only offerees who meet the definition of accredited investor may execute and return the Simple Agreement for Future Tokens in the proposed offering.

All information supplied will be treated in confidence by the Company, except that this Questionnaire may be presented to such parties as deemed appropriate or necessary to establish the availability of an exemption from registration under the Act and under state and other applicable securities laws.

Name of Offeree: _____
(Please print your full name)

FOR INDIVIDUAL OFFEREES ONLY

(please initial all that apply if and as applicable):

- Initial _____ (a) I certify that I have an individual net worth, or my spouse and I have a combined net worth, in excess of \$1,000,000. For purposes of this Questionnaire, “net worth” means the excess of total assets at fair market value, (including principal residence, home furnishing, and automobiles) over total liabilities. (If your individual or joint net worth is in excess of \$1,000,000 excluding the value of your principal residence, please also initial here ____.)
- Initial _____ (b) I certify that I had individual income, exclusive of any income attributable to my spouse, of more than \$200,000 in each of the two calendar years prior to this current calendar year, and I reasonably expect to have an individual income in excess of \$200,000 during the current calendar year.
- Initial _____ (c) I certify that my spouse and I had joint income of more than \$300,000 in each of the two calendar years prior to this current calendar year, and reasonably expect to have joint income in excess of \$300,000 during the current calendar year.
- Initial _____ (d) I am a director or executive officer of the Company
- Initial _____ (e) None of the above.

FOR CORPORATIONS, LLCs, BUSINESS TRUSTS OR PARTNERSHIPS

- Initial _____ (a) Offeree certifies that it was not formed for the specific purpose of acquiring the Notes.
- AND
- Initial _____ (b) Offeree certifies that it is not an investment company, as that term is defined in the Investment Company Act of 1940, as amended, or the rules and regulations promulgated thereunder.
- AND
- Initial _____ (c) The undersigned certifies that the subscribing entity has total assets in excess of \$5,000,000.
- OR
- Initial _____ (d) The undersigned certifies that each of the equity owners of the subscribing entity is an accredited investor under either 1(a) above (i.e., \$1,000,000 net worth) or 1(b) or 1(c) above (i.e., \$200,000 individual or \$300,000 joint income).

FOR TRUSTS

Initial _____ (a) The undersigned financial institution certifies that it is (i) a bank, savings and loan association, or other regulated financial institution; (ii) acting in its fiduciary capacity as trustee; and (iii) subscribing for the purchase of the Notes on behalf of the subscribing trust.

OR

Initial _____ (b) The undersigned certifies that the subscribing trust has total assets in excess of \$5,000,000, that the person making the investment decision on behalf of the trust has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Notes, and that the trust was not formed for the specific purpose of acquiring the Notes.

OR

Initial _____

_____ (c) The undersigned certifies that it is a revocable trust that may be amended or revoked at any time by the grantors thereof, and all of the grantors are accredited investors under either 1(a) above (i.e., \$1,000,000 net worth) or 1(b) or 1(c) above (i.e., \$200,000 individual or \$300,000 joint income).

FOR INDIVIDUAL RETIREMENT ACCOUNT (IRAs)

Initial _____ (a) The undersigned hereby certifies that the beneficiary thereof is an accredited investor under either 1(a) above (i.e., \$1,000,000 net worth) or 1(b) or 1(c) above (i.e., \$200,000 individual or \$300,000 joint income).

FOR EXISTING STOCKHOLDERS OF THE COMPANY

Initial _____ (a) The undersigned is an existing shareholder of the Company and currently owns shares of common stock of the Company.

OTHER OFFEREES

Initial _____ (a) If the undersigned meets one of the following, please initial and check the applicable designation:

- ☐ a bank, savings and loan association or similar institution
- ☐ an insurance company
- ☐ an investment company, business development company or private business development company, as defined under the Investment Company Act of 1940
- ☐ a small business development company licensed by the Small Business Administration
- ☐ a registered broker or dealer
- ☐ a plan established and maintained by a state or any agency or instrumentality of a state meeting the requirements of Rule 501(a)(1) under the Act

- an employee benefit plan meeting the requirements of Rule 501(a)(1) under the Act

The undersigned represents and warrants to the Company that:

- (a) The information contained herein is complete and accurate as of the date hereof and may be relied upon by the Company; and
- (b) The undersigned will notify the Company immediately of any material change in any such information occurring prior to the acceptance or rejection of any subscription offer directed to Offeree by the Company.

SIGNATURE FOR INDIVIDUAL OFFEREE

**SIGNATURE FOR PARTNERSHIP, TRUST,
CORPORATION OR OTHER ENTITY**

(Signature)

(Print Name of Offeree)

(Print Name of Offeree)

(Signature)

(Signature of Joint Offeree, if any)

(Print Name of Person Signing)

(Print Name of Joint Offeree, if any)

(Title)

DATED: _____