- (a) NOT an individual who is a resident of the United States of America, its territories or possessions, any state of the United States of America or the District of Columbia (the "USA");
- (b) NOT a corporation, partnership or other legal entity formed under the laws of the USA;
- (c) NOT an agency, branch or office located in the USA of a corporation, partnership or other legal entity that was formed under laws other than those of the USA;
- (d) NOT a trust of which any trustee is described in (a), (b) or (c) above;
- (e) NOT a legal entity the shares of which are not publicly traded on a securities exchange, and (ii) more than 45% of the shares of which are owned by or for the benefit of an individual or entity described in (a), (b), (c) or (d) above;
- (f) NOT a member of any branch of the military of the USA; and
- (g) NOT an agent or a fiduciary acting on behalf or for the benefit of an individual or entity described in (a), (b), (c), (d), (e) or j(f) above.

My decision to subscribe for Baner tokens was:

- (a) NOT based, at least in part, on information I received or communications I exchanged while I, or the person providing the information or with whom the communication was exchanged, was within the USA;
- (b) NOT made inside the USA; and
- (c) NOT communicated to Baner from a source within the USA.

My purchase of Baner tokens is:

- (a) made for my own account as principal;
- (b) NOT made in anticipation of a further distribution of the Baner Tokens to others; and
- (c) NOT preceded, and will not be followed within 2 days from the Closing Time, by any effort to create or condition a market for the Baner Tokens in the USA.