

BAANX

WHITEPAPER

v.2.0.1

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BAANX

Vision:

Imagine a world where you can borrow for free, remit money across the globe for free and earn Crypto rewards from your daily spending. This is the world of the Baanx platform, a Crypto-as-a-Service Fintech, bridging the worlds of crypto & fiat; so Fintechs can offer their users these services that are “Better than a Bank".

Baanx.com Ltd now works with the leading global digital asset corporate brands to enable secure crypto-friendly services - launching our user inspired products to their engaged communities: including interest free secured lending, high rate savings for staking digital assets, global remittance, and the ability to spend digital blockchain based assets directly on Visa, China Union Pay, and other schemes, physical and virtual cards.

Baanx.com manages the commercial side of these “Better than a Bank” functions with the BXX token.

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Mission:

"Better than a Bank"

Digital Assets & Cryptocurrencies will only take market share from traditional Banking and Fintech by being better - faster, more secure, easier to use and at a lower cost. And a great way to start is by offering many free services while still rewarding your users. The Baanx platform, powered by the BXX token is making this happen.

We are providing our digital asset clients the highest quality, secure, low cost B2B digital products that are fast and easy to integrate for the next generation of innovative financial services companies. This includes: digital exchanges, DeFis, wallet providers, telcos, financial institutions, social networks, consumer brands and many others.

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Disclaimer of Liability

- The purpose of this White Paper is to present Baanx.com Ltd, Baanx Group Ltd and the BXX Token to potential token holders in connection with the proposed Token sale. Please read our full terms and conditions and token contract before making any decision regarding purchasing BXX Tokens.

- The information set forth below may not be exhaustive and does not imply any elements of a contractual relationship. Its sole purpose is to provide relevant and reasonable information to potential token holders in order for them to determine whether to undertake a thorough analysis of the company with the intent of purchasing BXX Tokens.

- Nothing in this White Paper shall be deemed to constitute a prospectus of any sort or a solicitation for investment, nor does it in any way pertain to an offering or a solicitation of an offer to buy any securities in any jurisdiction. This document is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction, which are designed to protect investors. BXX Token is a utility token. This product is not a digital currency, security, commodity , or any other kind of financial instrument and has not been registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other country, including the securities laws of any jurisdiction in which a potential token holder is a resident.

- BXX Token cannot be used for any purposes other than those provided in the White Paper, including but not limited to, any investment, speculative or other financial purposes.

- BXX Token is not for use in any jurisdiction where sale or use of digital tokens may be prohibited. BXX Token confers no other rights in any form, including but not limited to any ownership, distribution (including but not

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limited to profit, redemption, liquidation, proprietary (including all forms of intellectual property, or other financial or legal rights, other than those specifically described in the White Paper. Certain statements and financial information contained in this White Paper constitute forward looking statements or information. Such forward-looking statements or information involve known and unknown risks and uncertainties, which may cause actual events or results to differ materially from the estimates or the results implied or expressed in such forward-looking statements.

- This White Paper can be modified with more detailed information. This English language White Paper is the primary official source of information about the BXX Token. The information contained herein may from time to time be translated into other languages or used in the course of written or verbal communications with existing and prospective customers, partners etc. In the course of such translation or communication some of the information contained herein may be lost, corrupted, or misrepresented.

- The accuracy of alternative communications cannot be guaranteed. In the event of any conflicts or inconsistencies between such translations and communications and this official English language White Paper, the provisions of this English language original document shall prevail.

- Please find the full token contract, Token information and country specific information contained in the Members area of Baanx.com Ltd, and a full copy of the token contract Agreement is contained at the end of this whitepaper. Baanx.com Ltd supplies Baanx Group Ltd and other companies with secured lending services against cryptoassets. Baanx.com Ltd is the owner of the BXX token.

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B2B infrastructure services for the Crypto Ecosystem

The Baanx.com Ltd Value Proposition:

Baanx.com Ltd is listed on the temporary registration regime for crypto asset businesses with the FCA and is part of Baanx Group Ltd, operating Fintech services which utilise an EMI license and a Credit Broking License. This allows Baanx.com Ltd to supply crypto-friendly services- including our leading product, which includes 'interest free secured lending', to those that hold the BXX token. Partners include:

1) Tezos Crypto Life App, for the Tezos foundation

2) A large corporate community based in Asia who will be getting lending and China Union Pay crypto friendly physical & virtual cards, with remittance and crypto lending.

3) A growing number of other Baanx Group customer communities of DeFis, wallet providers, financial institutions, and exchanges. Baanx.com Ltd and the BXX token offer secure, regulated, and Digital Asset secured lending to these communities of users. Baanx.com Ltd has created a product delivering interest free and low cost secured lending for users that stake BXX, the utility coin of the platform.

Market Size: The crypto lending market was approaching $10B in Dec. 2020 growing from $1B in 2019- explosive growth.[1] There is still a lot of potential growth as the 'traditional' global asset backed lending market is worth over $6,000B, in 2021 and growing at 14%/year.[2] In the newly emerging Blockchain crypto - Financial Services market there are huge gaps in product lines from what traditional banks offer to those in the crypto world. Baanx was founded to close the gap with secure, innovative products released through the Baanx platform for business customers.

The Team: The Founders & Team have over 100 years of mobile, banktech & fintech experience - with successful exits. We have held senior technical, Management and related positions at JP Morgan, NatWest, Union Bank of Switzerland, Mastercard, USB, Ernst & Young, CEX.IO and London Stock Exchange, amongst others. At Gemalto (now Thales in the late 1990, we launched one of the first mobile e-money wallet in Korea with Mastercard, Korean and Japanese banks.

1 https://www.cityam.com/lending-against-crypto-a-10bn-loan-market-emerges-as-2020-comes-to-a-close/ 2 Ibid

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The Products

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Baanx.Com API Product & Services Explained

Baanx.com Ltd offer fully managed services - a branded, fully managed bespoke digital asset friendly lending & staking platform; compliance, regulatory, licensed technology and support all included.

Secured Lending - "Interest Free" lending level to stakers of BXX Tokens. Offramp of all loans into a wallet or physical/virtual card at very low cost. Offramp of all loans can be made into a bank account, platform IBAN or wallet, or spent on a physical/virtual card at 0% in the EEA, UK and shortly US (launch Q4 2021).

BXX Unique Selling Proposition (USP)

There are number of different features and options which make Baanx.com Ltd and BXX unique or amongst 'firsts' in the digital asset lending market:

- Interest free secured lending levels - up to 50% LTV on BTC & ETH Instant
- approval in the click of one button
- Instantly start spending your loan on a virtual card Withdraw cash at ATMs worldwide with a physical card
- Baanx.com Ltd is registered with the FCA and utilises a lending licence.

Competitor Analysis

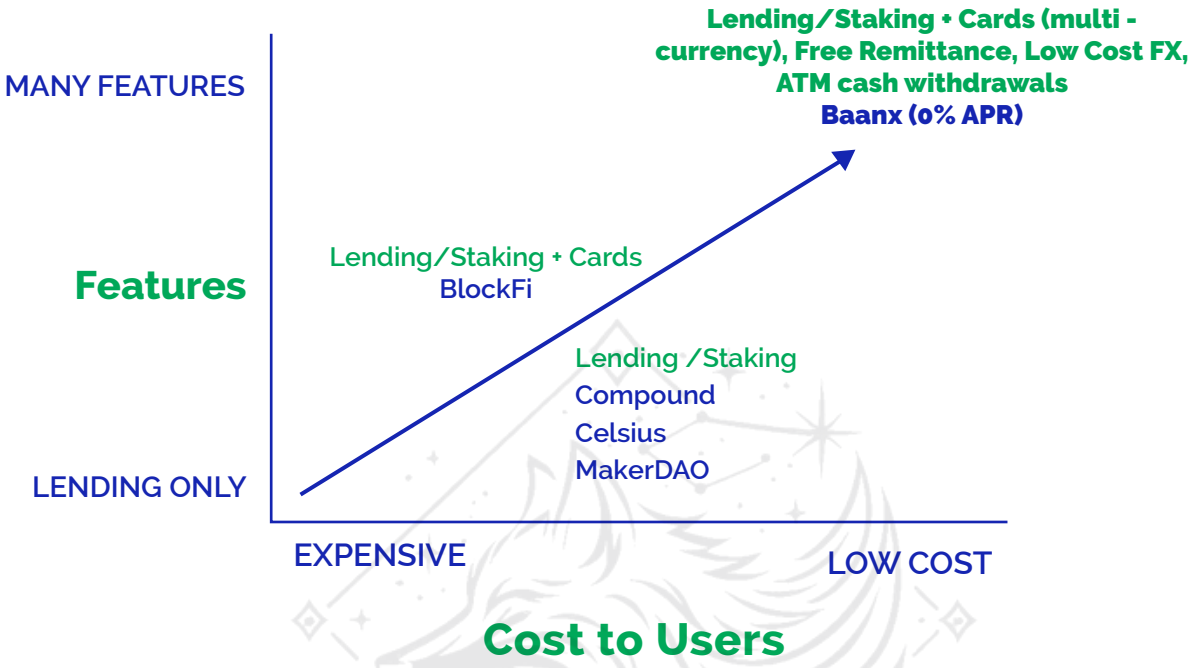
Competitors are relatively new to the market and few have been around for more than a couple of years. Baanx is one of the only lenders that:

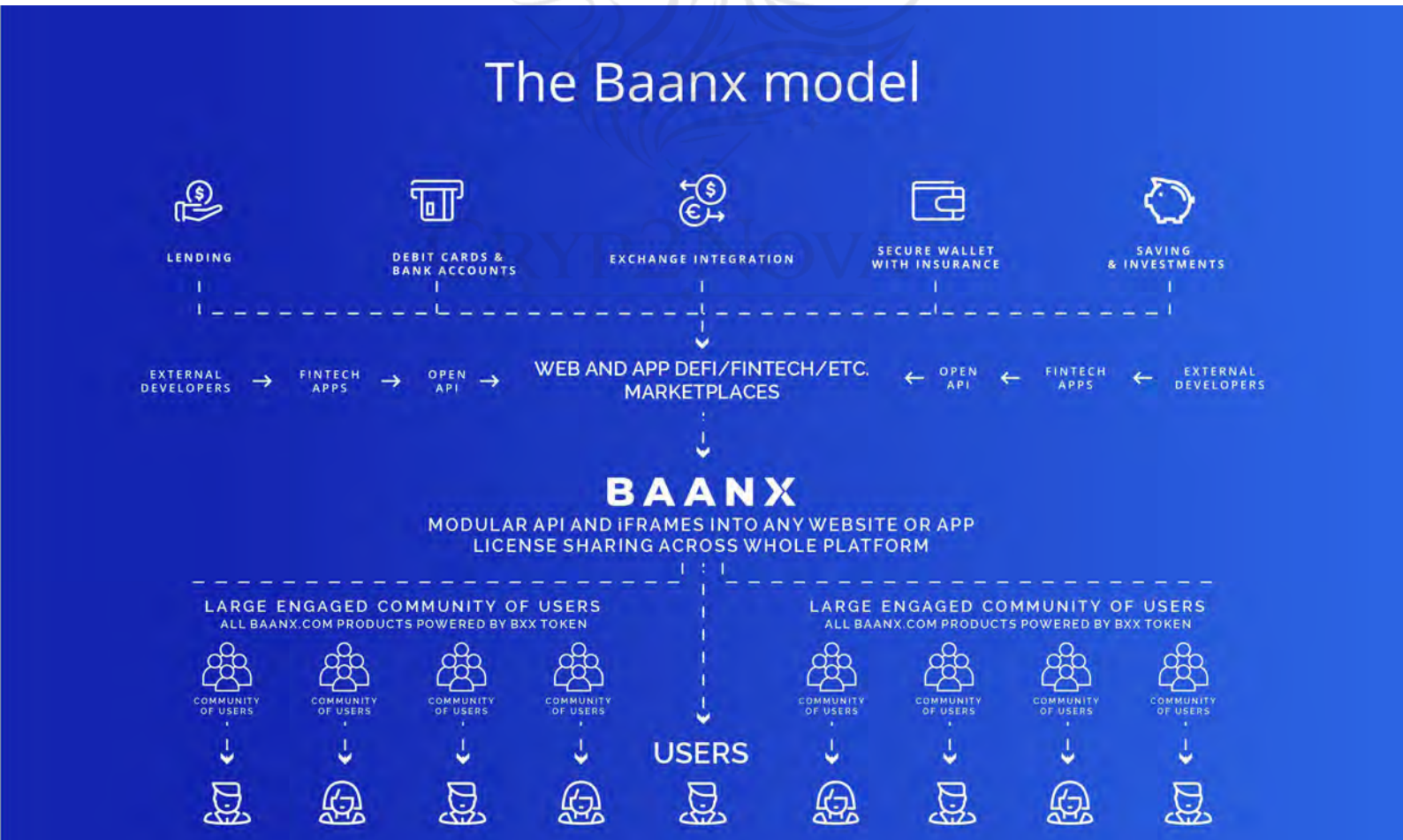
- Is NOT owned or controlled by an offshore entity. We are regulated and based in the UK
- Offers 'free' lending & free debit card with every loan.
- Instantly spend your loan online via a virtual card
- Withdraw cash at any ATM worldwide that accepts Mastercard and Visa

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Cost vs Features

Baanx: Lowest Cost + Most Features





How BXX supports the Baanx Business Model

The Baanx.com Ltd services are complimentary to Baanx Group services so the wider Baanx community- including many Baanx corporate clients, will drive demand for BXX and Baanx.com Ltd products and new services as they are added. Baanx Group customers like Akoin, Tezos, Stex, Lykke, DeFis, Banks + Financial institutions want to give their community access to free and low cost lending. Our pipeline of lending customers is growing and the Baanx global sales team is expanding with new offices in the USA, Singapore, and the Middle East; all in 2021, to serve a growing global corporate client base.

Baanx Group complimentary products & services to lending include:

- Launch branded virtual or plastic crypto friendly VISA, China Union Pay, and other global schemes for Corporate or Personal users. Multi-Currency Cards (up to 5 currencies/program, including- GBP, EURO, USD, Chinese ¥, others), global distribution of cards
- Directly connected to Digital Asset Wallets – liquidating BTC & digital currencies in the background, completely invisible to users
- Spend crypto (via a physical or virtual cards) at over 70m Merchant locations and cash withdrawals ATM worldwide
- TextBit© - Send crypto & Fiat currency to any mobile users for free, using their mobile number
- GBP or EUR IBANS for users, Faster Payment System, Open Banking & SEPA

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- Seamless integration Google/ApplePay – spend BTC, other digital currencies directly from any mobile app/website/cart, no card 'loading' required

- KYC & AML set-up, risk analysis, ongoing monitoring and reporting all managed by, and responsibility for for taken by, Baanx

- Acquiring Gateways setup to take external card payments, low cost on-ramp using Debit & Credit Cards

- BTC Proxy- Custom payment gateway for gaming. Accept BTC on any site with custom buffer and wallet in/out for complete compliance

- Crypto-friendly Corporate Accounts - Automation for inbound/outbound loading receipts & external payments, in multiple currencies crypto Exchange Integrations & Stablecoin payments.

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The 10 trillion sector opportunity

Cryptocurrencies have experienced high global uptake since early 2015 and are expected to reach critical mass over the next five years. As of March 1st 2021, the top 200 cryptocurrencies/tokens had a combined market cap of over $1.2 Trillion (Coinmarketcap.com). The crypto lending market is just emerging in 2020, and already hit $10B in value by Dec. 2020, and is continuing to grow[1]. Many DeFi and wallet providers are happy to add lending to their product portfolio, and this is a major growth factor. We can also lend against any digital asset including cryptos, stocks, bonds, and the the emerging NFT (Non-Fungible Token) asset class.



1 https://www.cityam.com/lending-against-crypto-a-10bn-loan-market-emerges-as-2020-comes-to-a-close/

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Currently only ~ 70-80 million people in the world have Bitcoin wallets out of a possible 7.8 Billion world population, of which 3.8 billion adults have a bank account.[1]

That figure is expected to rise to as many as 580 million people, or (7.25% of the world population) by 2030, as more and more households and people are discovering the power of going beyond fiat currencies. Deloitte predicts that up to 25% of the developed world will use cryptocurrency by 2025.[2]

The adaptation and growth of cryptocurrency is following the classic technology growth path. Mass internet and smartphone mobile adoption, plus blockchain, are driving crypto adoption. The pattern of mass adoption of these technologies over the last 20 years follows a pattern: A slow start followed by an inflection point, and then many years of double-digit growth- mass adoption. That inflection point for block-chain and crypto we believe was 2017-8.

Firms like Coinbase, with over 30m customers worldwide, recently listed on NASDAQ at over a $80B valuation- Baanx offers white label solutions to would-be Coinbase competitors, DeFis, and any community wanting to offer similar services.

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1 https://www.worldbank.org/en/news/press-release/2018/04/19/financial-inclusion-on-the-rise-but-gaps-remain-global-findex-database-shows

2 https://www2.deloitte.com/content/dam/insights/us/articles/4436_Blockchain-primer/DI_Blockchain_Primer.pdf

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The Problem and Pain

Lending: Crypto users want to hold on to their crypto, especially in a growing, rising market. Baanx.com Ltd, lending up to 50% LTV for cryptoassets, users can keep their crypto and borrow against it, in an regulated, secure, easy and seamless way. All driven by staking BXX tokens. Many crypto lenders are offshore and unregulated. This can limit their appeal, and excludes many FinTechs from partnering and/or offering their lending services. Baanx, HQ and based in the UK, have a number of licences directly and via regulated partners, and can work with the growing number of financial institutions that want to offer lending services to their corporate, retail, and family office clients.

Other FinTech Services: Most of the world's banking system is based on older technology - mainframe computers, massive central databases, and slow antiquated systems. They are increasingly difficult to maintain, update, and they are, for the most part, incapable of being adapted for the mobile crypto and blockchain / distributed ledger future. It wasn't until April 2018 that a major US financial institution, American Express, announced the complete change over and use of smart cards- something that much of the rest of the world had adopted in the 1990s. Smart cards make payments faster, more secure (cutting fraud substantially) and less expensive, but took literally decades to be adopted in one of the world's richest and most technology advanced countries. This shows that the traditional financial services players are not motivated to provide faster, more reliable, less costly products and services to all, but focus on charging high fees and protecting their interests. This could explain their 'love/hate' relationship with Fintech and crypto playing out in the press through such big names as Jamie Dimon, Warren Buffet and most recently Elon Musk. In the last few months, Feb. 2021, Mastercard, Visa and PayPal have all announced acceptance of crypto at merchants. China and the USA are openly planning on their own digital currencies with other countries like India and Sweden looking at digital options too.

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The USA in early 2021 recently appointed a Fed Chairman who has openly expressed support of crypto and digital assets, and Federal Reserve Chairman Powell called the potential digital dollar a "high priority" project.2 These events we believe mark the dawn of the digital asset age and the dawn of digital asset lending.

Baanx with regulated, fully licensed products and services, is bridging the fiat to crypto world, so any client can hold, use, borrow against, just as easily as fiat assets.

Baanx.com Ltd Mission

Our goal is to ensure that every corporation, exchange, DeFi, Telco, Social Media company, FinTech, and community has access to full-service cryptocurrency lending services.

From the ground up, with a 'mobile first' approach, Baanx is offering crypto lending service directly into any clients existing app.

We can leverage other Baanx customers who are using Baanx products and can add lending as an 'addition', a la carte style to their offering, or they can offer Baanx.com Ltd secured lending services directly into their application.

Baanx.com Ltd Traction to Date

- Listed on the temporary registration regime for cryptoasset businesses within the UK.
- Part of Baanx Group Ltd, operating Fintech services which utilise an EMI license and a Credit Broking License.
- Tezos Crypto Life App June 2021 marketing to 1M+ global Tezos users and Tezos growing community of project worldwide.
- Signed contracts with wallet holders, DeFis, and exchanges via Baanx Group that all want lending. Baanx.com Ltd. provides lending services to Baanx Group.
- Major customer with over 25,000 active Asian crypto community. We will launch lending, remittance, and China Union Pay cards (physical + virtual), as well as BXX.

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Partners including:

AlphaBit - white label digital exchanges

Scalable Solutions - white label digital exchanges and scalable digial asset management solutions

Tezos- top digital asset company worth over $3B

Akoin- blockchain based eco-system of tools and services designed for entrepreneurs in the rising economies of Africa
Other telcos, wallet providers, and financial institutions

Baanx Group Ltd Equity Investors include: UK Govt British Business Bank and BnkToTheFuture.

BAANX.COM LTD CRYPTO LENDING FOR EVERYONE



Token is listing Mid 2021. We are opening token sales only to existing token holders (from 2018 ICO) and a small number of professional & institutional strategic token holders. Post listing sale restrictions will apply.

For more details contact us at
bxx@baanx.com

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Management Team

The current team as well as advisors are highly experienced Banking, Technical and FinTech individuals who are all on-board with the same mission. We have a team of Leaders who have over 100 years of Bank and Fintech experience and background in Banking at key institutions such as JP Morgan, Commerzbank, Mastercard, and many others



GARTH HOWAT
CEO

Experienced within Consumer Lending and Fintech businesses in the UK. Launched businesses for the last 13 years and is Financial Conduct Authority approved in the UK. The Baanx group has completed millions in Consumer loans with a focus on AI and automation.



SEAN SALLOUX
CRO

In 1999, Launched one of world's 1st e- wallet on a card in Korea for Mastercard with Korean and Japanese banks. MD/COO/Board-Banking, Mobile App Security expert with 25 years global tech experience in US, UK, Europe and Asia. Projects and new product launches for Mastercard, Visa, Bank of America; other banks/Fin Tech in USA, EU, Asia, and Canada.



MARK EVANS
CCO/CFO

FCA, MCT approved, UK chartered accountant, 25+ years in banking regulation and compliance, CFO Finance experience at senior level. JP Morgan, Commerzbank, Union Bank of Switzerland.
Extensive knowledge and ability within the Banking sector.

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Management team



JIM YANG
CTO

20+ years in development, managing development teams. FinTech, mobile, retail. Degree53, Apple.



ALONA DOBSHYNSKAYA
CPO

6+ Yrs, in Product development for one of the world's best digital exchanges.



JAMES POOLE
CIO

20+ years experience of managing software development in regulated markets. 5+ years of experience of data analysis and information dissemination.



DAN JONES
OPERATIONS DIRECTOR

7+ Yrs, in Operational Leadership roles within regulated industries dealing with transformation and expansion.

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Utility Token Listing

Baanx.com Ltd Token Listing Terms, BXX Token

- Market Cap at launch: $25,000,000
- $4,000,000 confirmed already and/or sold/held previously Baanx BXX Tokens
- Hold & stake BXX Tokens to achieve the following benefits.
- 18% of the total supply will be distributed to BXX stakers over a period of 5 years
- Up to 10% of all network fees will be equally distributed to all loyal token stakers

Phase 1

- 1000 BXX Tokens - Free Bank Card (physical/virtual depending on location)
- 5,000 BXX Tokens - Access interest free secured lending up to $5,000, subject to LTV
- 100,000 BXX Tokens - Access interest free secured lending up to $100,000, subject to LTV
- 5,000,000 BXX Tokens - Unlimited interest free secured lending, subject to LTV
- 5% of all network fees will be equally distributed to all loyal token stakers who hold BXX on a monthly basis
- An additional 5% bonus on top of the 5% initial fees - so 10% of the network
- fees in total will be give as a seniority BONUS for those who hold for 12 months
- Receive increasing BXX rewards for marketing of the App to other users

Receive BXX rewards for staking BXX to provide lending liquidity

Receive 15%+ in BXX rewards for staking USDT and other stablecoins

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Phase 2

- Earn BXX rewards for spending, savings and other products
- Hold BXX to receive access to interest free secured overdrafts and credit cards
- Pay loan interest in BXX Tokens, receive discounted interest rates on any new loans at high LTV interest rates

After 1 year from June 2021 listing, a snapshot will be taken and thereafter a snapshot will be taken quarterly of all wallets staking at least 10K BXX tokens for at least 1 year without moving (from wallet) the initial 10K BXX tokens. Those who qualified as holding for 12 months without moving any of the initial tokens will then start to receive 100% increase of the 10% fees so will receive 20% of the fees.

Number of BXX Tokens

- Baanx already burnt 1 billion tokens, total amount is now 250m tokens
- 250 million tokens

Lock out Periods

- Current Holders: minimal or per agreements (up to 12 months from listing)
- New Holders (2021):

  20% 30 days

  30% 3 months

  25% 5 months

  25% 12 months

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Use of Funds

19%
STRATEGIC PARTNERS

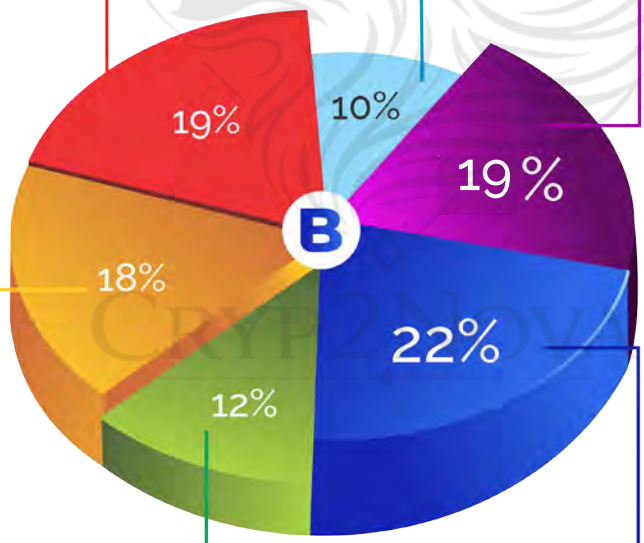
Growing the platform via global network of users, portfolio companies, and other strategic stakeholders.

10%
TECHNOLOGY + OPERATIONS

Growing the platform via liquidity providers, new products like savings and investments, Adding cutting-edge Fintech and services + all operations

19%
LIQUIDITY, COMPLIANCE & LICENSES

Compliance function & license fees. The costs in protecting users and for necessary future licenses worldwide, and providing liquidity for all lending activities



18%
MARKETING

Ensuring the success of the project, bounties, customer engagement and fast user acquisition.

12%
TEAMS/ADVISORS

Early supports, developers, founding team members, and advisors working on improving the products and services

22 %
RESERVE

Kept in reserve for unforeseen circumstances, for example long term liquidity requirements with respect to lending and the delivery of the project.

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Product and Company Road Map



2018 - April 2021

Build infrastructure, acquire licenses, sign up first customers

June/July 2021

- BXX Token live on 2-3 Exchanges
- Launch Lending in 2 apps
- Launch lending in Tezos Crypto Life App
- Launch lending in CL App.

Sep. 2021. - Dec. 2021

- Launch lending in Middle East & Asia
- Add Savings and other product
- Sign up additional customers- wallet providers, exchanges, other financial institutions.

2022+

- Scale up lending team globally 2021 with additional FT staff
- Sign additional strategic partners in Asia, North America, Latin America

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Conclusion

Baanx feels strongly that for Digital Asset Fintechs to be become mainstream we must be "Better than Banks" - and that is what we are doing.

Baanx is confident that the growth of the global digital asset community is a key innovation in the spread of blockchain and cryptocurrency. We believe financial services & banking will benefit from the global adoption of digital assets access, which will lower costs of products and services, delivering great benefit to a far wider segment of society through the success of Baanx and similar projects.

Thank you for reading this whitepaper and getting involved in the Baanx community. Your support is what has got us to where we are today. Contact us on bxx@baanx.com to discuss specific information, large purchases of tokens, or if you need help.

Thank you,
The Baanx.com Ltd. Team

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Additional Information

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TOKEN CONTRACT SPECIFIC DETAILS

BXX Token a product of BAANX.COM LTD

TOKEN CONTRACT FOR UTILITY TOKEN PURCHASE & RELEASE

NOTICE TO RESIDENTS OF THE UNITED STATES

THE OFFER AND SALE OF THE Token Contract HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES AND IS ONLY BE SOLD TO "ACCREDITED INVESTORS." THE TOKEN CONTRACT MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

NOTICE TO RESIDENTS OF THE AUSTRALIA

NO SAFTS, PLACEMENT DOCUMENT, PROSPECTUS, PRODUCT DISCLOSURE STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN LODGED WITH THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION (ASIC), IN RELATION TO THE OFFERING. THE SAFTS AND ANY DOCUMENTS USED IN CONNECTION THEREWITH AND ANY RELATED DOCUMENTS DO NOT CONSTITUTE A PROSPECTUS, PRODUCT DISCLOSURE STATEMENT OR OTHER DISCLOSURE DOCUMENT UNDER THE CORPORATIONS ACT 2001 (OR THE CORPORATIONS ACT) AND DO NOT PURPORT TO INCLUDE THE INFORMATION REQUIRED THEREFOR. ANY OFFER IN AUSTRALIA OF THE SAFTS AND ANY DOCUMENTS USED IN CONNECTION THERE WITH MAY ONLY BE MADE TO "SOPHISTICATED INVESTORS" (WITHIN THE MEANING OF SECTION 708(8) OF THE CORPORATIONS ACT), "PROFESSIONAL INVESTORS" (WITHIN THE MEANING OF SECTION 708(11) OF THE CORPORATIONS ACT) OR OTHERWISE PURSUANT TO ONE OR MORE EXEMPTIONS CONTAINED IN SECTION 708 OF THE CORPORATIONS ACT SO THAT IT IS LAWFUL TO OFFER THE SAFTS AND ANY DOCUMENTS USED IN CONNECTION THERE WITH WITHOUT DISCLOSURE TO INVESTORS UNDER CHAPTER 6D OF THE CORPORATIONS ACT. THE SAFTS AND ANY DOCUMENTS USED IN CONNECTION THERE WITH MUST NOT BE OFFERED FOR SALE IN AUSTRALIA IN THE PERIOD OF 12 MONTHS AFTER THE DATE OF ALLOTMENT UNDER THE OFFERING, EXCEPT IN CIRCUMSTANCES (I) WHERE DISCLOSURE TO BUYERS UNDER CHAPTER 6D OF THE CORPORATIONS ACT WOULD NOT BE REQUIRED PURSUANT TO AN EXEMPTION UNDER SECTION 708 OF THE CORPORATIONS ACT OR OTHERWISE OR (II)

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WHERE THE OFFER IS PURSUANT TO A DISCLOSURE DOCUMENT WHICH COMPLIES WITH CHAPTER 6D OF THE CORPORATIONS ACT. ANY PERSON ACQUIRING THE SAFTS AND ANY DOCUMENTS USED IN CONNECTION THERE WITH MUST OBSERVE SUCH AUSTRALIAN ON-SALE RESTRICTIONS.

NOTICE TO RESIDENTS OF CANADA

THE TOKEN CONTRACT MAY BE SOLD ONLY TO PURCHASERS PURCHASING AS PRINCIPAL THAT ARE BOTH "ACCREDITED INVESTORS" AS DEFINED IN NATIONAL INSTRUMENT 45-106 PROSPECTUS AND REGISTRATION EXEMPTIONS AND "PERMITTED CLIENTS" AS DEFINED IN NATIONAL INSTRUMENT 31-103 REGISTRATION REQUIREMENTS, 29 EXEMPTIONS AND ONGOING REGISTRANT OBLIGATIONS. ANY RESALE OF THE SECURITIES MUST BE MADE IN ACCORDANCE WITH AN EXEMPTION FROM THE PROSPECTUS REQUIREMENTS AND INCOMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF APPLICABLE SECURITIES LAWS.

NOTICE TO RESIDENTS OF CHINA

THE RIGHTS ARE NOT BEING OFFERED OR SOLD AND MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE PEOPLE'S REPUBLIC OF CHINA (FOR SUCH PURPOSES, NOT INCLUDING THE HONG KONG AND MACAU SPECIAL ADMINISTRATIVE REGIONS OR TAIWAN), EXCEPT AS PERMITTED BY THE SECURITIES AND OTHER LAWS AND REGULATIONS OF THE PEOPLE'S REPUBLIC OF CHINA.

NOTICE TO RESIDENTS OF EUROPEAN ECONOMIC AREA

IN RELATION TO EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA WHICH HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE (EACH, A "RELEVANT MEMBER STATE"), THE TOKEN CONTRACT AND ANY RELATED DOCUMENTS ARE BEING DISTRIBUTED ONLY TO, AND DIRECTED ONLY AT (AND ANY RELATED PURCHASE ACTIVITY WILL BE ENGAGED ONLY WITH):

(A) A LEGAL ENTITY THAT IS A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE,

(B) FEWER THAN 150 NATURAL OR LEGAL PERSONS (OTHER THAN QUALIFIED INVESTORS AS DEFINED IN THE PROSPECTUS DIRECTIVE), SUBJECT TO OBTAINING THE PRIOR CONSENT OF ANY REPRESENTATIVE FOR ANY SUCH OFFER; OR

(C) PERSON THE SALES TO WHOM WOULD BE IN ANY OTHER CIRCUMSTANCE FALLING WITHIN ARTICLE 3(2) OF THE PROSPECTUS DIRECTIVE; PROVIDED THAT NO SUCH TRANSACTION MAY RESULT IN A REQUIREMENT FOR THE PUBLICATION BY US OF A PROSPECTUS PURSUANT TO ARTICLE 3 OF THE PROSPECTUS DIRECTIVE. THE EXPRESSION "PROSPECTUS DIRECTIVE" MEANS DIRECTIVE 2003/71/EC (AS AMENDED), INCLUDING BY DIRECTIVE 2010/73/EU, AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN THE RELEVANT MEMBER STATE. THIS EUROPEAN ECONOMIC AREA

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SELLING RESTRICTION IS IN ADDITION TO ANY OTHER APPLICABLE SELLING RESTRICTIONS SET OUT BELOW.

NOTICE TO RESIDENTS OF HONG KONG

SAFTS MAY NOT BE OFFERED OR SOLD IN HONG KONG BY MEANS OF ANY DOCUMENT OTHER THAN

(I) IN CIRCUMSTANCES WHICH DO NOT CONSTITUTE ANY OFFER TO THE PUBLIC WITHIN THE MEANING OF THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE (CAP. 32 OF THE LAWS OF HONG KONG) (THE "CWUMP ORDINANCE") OR WHICH DO NOT CONSTITUTE AN INVITATION TO THE PUBLIC WITHIN THE MEANING OF THE SECURITIES AND FUTURES ORDINANCE (CAP. 571 OF THE LAWS OF HONG KONG) ("SECURITIES AND FUTURES ORDINANCE"), OR

(II) TO "PROFESSIONAL INVESTORS" AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE AND ANY RULES MADE THEREUNDER, OR

(III) IN OTHER CIRCUMSTANCES WHICH DO NOT RESULT IN THE DOCUMENT BEING A "PROSPECTUS" AS DEFINED IN THE CWUMP ORDINANCE, AND NO ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE TOKEN CONTRACT MAY BE ISSUED OR MAY BE IN THE POSSESSION OF ANY PERSON FOR THE PURPOSE OF ISSUE (IN EACH CASE WHETHER IN HONG KONG OR ELSEWHERE), WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG (EXCEPT IF PERMITTED TO DO SO UNDER THE SECURITIES LAWS OF HONG KONG) OTHER THAN WITH RESPECT TO INSTRUMENTS WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE OF HONG KONG OR ONLY TO "PROFESSIONAL INVESTORS" IN HONG KONG AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE AND ANY RULES MADE THEREUNDER.

NOTICE TO RESIDENTS OF INDIA

THE SAFTS AND ANY DOCUMENTS USED IN CONNECTION THEREWITH AND ANY RELATED DOCUMENTS DO NOT CONSTITUTE AN OFFER TO SELL TO OR AN OFFER TO BUY INTEREST FROM ANY PERSON OTHER THAN THE PERSON TO WHOM THIS DOCUMENT HAS BEEN SENT BY BAANX.COM LTD OR ITS AUTHORIZED AGENTS. THE SAFTS AND ANY DOCUMENTS USED IN CONNECTION THEREWITH SHOULD NOT BE CONSTRUED AS A PROSPECTUS. THE SAFTS AND ANY DOCUMENTS USED IN CONNECTION THEREWITH ARE NOT BEING OFFERED FOR SALE OR SUBSCRIPTION BUT ARE BEING PRIVATELY PLACED WITH A LIMITED NUMBER OF SOPHISTICATED INVESTORS, AND PROSPECTIVE 30 INVESTORS MUST OBTAIN LEGAL ADVICE THAT THEY ARE ENTITLED TO SUBSCRIBE FOR THESE INSTRUMENTS AND MUST COMPLY WITH ALL RELEVANT INDIAN LAWS IN THIS RESPECT.

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NOTICE TO RESIDENTS OF ISRAEL

BAANX.COM LTD DOES NOT INTEND TO OFFER THE TOKEN CONTRACT TO THE PUBLIC IN ISRAEL WITHIN THE MEANING OF THE ISRAELI SECURITIES LAW, 1968, OR OFFER SAFTS, WITHIN ANY SPECIFIC YEAR, TO MORE THAN 35 OFFEREES RESIDENT IN ISRAEL. EACH OFFEREE MUST AND HEREBY DOES WARRANT TO BAANX.COM LTD THAT IT IS PURCHASING SAFTS FOR INVESTMENT PURPOSES ONLY AND NOT FOR PURPOSES OF RESALE.

NOTICE TO RESIDENTS OF JAPAN

THE TOKEN CONTRACT IS BEING OFFERED TO A LIMITED NUMBER OF QUALIFIED INSTITUTIONAL INVESTORS (TEKIKAKU KIKAN TOSHIKA, AS DEFINED IN THE SECURITIES EXCHANGE LAW OF JAPAN (LAW NO. 25 OF 1948, AS AMENDED)) AND/ OR A SMALL NUMBER OF INVESTORS, IN ALL CASES UNDER CIRCUMSTANCES THAT WILL FALL WITHIN THE PRIVATE PLACEMENT EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES EXCHANGE LAW AND OTHER RELEVANT LAWS AND REGULATIONS OF JAPAN. AS SUCH, THE TOKEN CONTRACT HAS NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE SECURITIES EXCHANGE LAW OF JAPAN. THE Buyer OF THE TOKEN CONTRACT AGREES NOT TO RE- TRANSFER OR RE-ASSIGN THE TOKEN CONTRACT TO ANYONE OTHER THAN NON-RESIDENTS OF JAPAN EXCEPT PURSUANT TO A PRIVATE PLACEMENT EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE SECURITIES EXCHANGE LAW AND OTHER RELEVANT LAWS AND REGULATIONS OF JAPAN.

NOTICE TO RESIDENTS OF RUSSIAN FEDERATION

THE TOKEN CONTRACT AND ANY RELATED DOCUMENTS ARE NOT AN OFFER, OR AN INVITATION TO MAKE OFFERS, TO SELL, PURCHASE, EXCHANGE OR OTHERWISE TRANSFER SECURITIES OR FOREIGN FINANCIAL INSTRUMENTS TO OR FOR THE BENEFIT OF ANY PERSON OR ENTITY RESIDENT, INCORPORATED, ESTABLISHED OR HAVING THEIR USUAL RESIDENCE IN THE IN THE RUSSIAN FEDERATION, EXCEPT "QUALIFIED INVESTORS" (AS DEFINED UNDER RUSSIAN SECURITIES LAWS) TO THE EXTENT PERMITTED UNDER RUSSIAN SECURITIES LAWS. THE TOKEN CONTRACT AND ANY DOCUMENTS USED IN CONNECTION THEREWITH ARE NOT AN ADVERTISEMENT IN CONNECTION WITH THE "PLACEMENT" OR A "PUBLIC CIRCULATION" (AS BOTH TERMS ARE DEFINED UNDER RUSSIAN SECURITIES LAW) OF ANY SECURITIES, AND THE TOKEN CONTRACT IS NOT INTENDED FOR "PLACEMENT" OR "PUBLIC CIRCULATION" IN THE RUSSIAN FEDERATION, IN EACH CASE UNLESS OTHERWISE PERMITTED UNDER RUSSIAN SECURITIES LAWS. NEITHER THE TOKEN CONTRACT NOR A PROSPECTUS RELATING HERETO HAS BEEN OR WILL BE REGISTERED WITH THE CENTRAL BANK OF THE RUSSIAN FEDERATION.

NOTICE TO RESIDENTS OF SINGAPORE

THE TOKEN CONTRACT AND ANY DOCUMENTS USED IN CONNECTION THEREWITH HAVE NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE UNDER THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF

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SINGAPORE ("SFA"). ACCORDINGLY, THE TOKEN CONTRACT AND ANY OTHER DOCUMENT IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, THEREOF MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY IT BE OFFERED OR SOLD, ORBE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO ANY PERSON IN SINGAPORE OTHER THAN

(I) TO AN INSTITUTIONAL INVESTOR UNDER SECTION 274 OF THE SFA,

(II) TO A RELEVANT PERSON PURSUANT TO SECTION 275(1), OR ANY PERSON PURSUANT TO SECTION 275(1A), AND IN ACCORDANCE WITH THE CONDITIONS 31 SPECIFIED IN SECTION 275 OF THE SFA, OR

(III) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA. WHERE THE TOKEN CONTRACT IS SUBSCRIBED FOR OR PURCHASED UNDER SECTION 275 OF THE SFA BY A RELEVANT PERSON WHICH IS A TRUST (WHERE THE TRUSTEE IS NOT AN ACCREDITED INVESTOR (AS DEFINED IN SECTION 4A OF THE SFA)) WHOSE SOLE PURPOSE IS TO HOLD INVESTMENTS AND EACH BENEFICIARY OF THE TRUST IS AN ACCREDITED INVESTOR, THE BENEFICIARIES' RIGHTS AND INTEREST (HOWSOEVER DESCRIBED) IN THAT TRUST SHALL NOT BE TRANSFERABLE FOR 6 MONTHS AFTER THAT TRUST HAS ACQUIRED THE TOKEN CONTRACT UNDER SECTION 275 OF THE SFA EXCEPT:

TO AN INSTITUTIONAL INVESTOR UNDER SECTION 274 OF THE SFA OR TO A RELEVANT PERSON (AS DEFINED IN SECTION 275(2) OF THE SFA), (2) WHERE SUCH TRANSFER ARISES FROM AN OFFER THAT IS MADE ON TERMS THAT SUCH RIGHTS OR INTEREST ARE ACQUIRED AT A CONSIDERATION OF NOT LESS THAN S$200,000 (OR ITS EQUIVALENT IN A FOREIGN CURRENCY) FOR EACH TRANSACTION (WHETHER SUCH AMOUNT IS TO BE PAID FOR IN CASH OR BY EXCHANGE OF SECURITIES OR OTHER ASSETS), (3) WHERE NO CONSIDERATION IS OR WILL BE GIVEN FOR THE TRANSFER, (4) WHERE THE TRANSFER IS BY OPERATION OF LAW, (5) AS SPECIFIED IN SECTION 276(7) OF THE SFA, OR (6) AS SPECIFIED IN REGULATION 32.

NOTICE TO RESIDENTS OF SWITZERLAND

SAFTS MAY NOT BE PUBLICLY OFFERED IN SWITZERLAND AND WILL NOT BE LISTED ON THE SIX SWISS EXCHANGE ("SIX") OR ON ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. SAFTS AND ANY RELATED DOCUMENTS HAVE BEEN PREPARED WITHOUT REGARD TO THE DISCLOSURE STANDARDS FOR ISSUANCE PROSPECTUSES UNDER ART. 652A OR ART. 1156 OF THE SWISS CODE OF OBLIGATIONS OR THE DISCLOSURE STANDARDS FOR LISTING PROSPECTUSES UNDER ART. 27 FF. OF THE SIX LISTING RULES OR THE LISTING RULES OF ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. NEITHER SAFTS NOR ANY RELATED MARKETING MATERIAL MAY BE PUBLICLY DISTRIBUTED OR OTHERWISE MADE PUBLICLY AVAILABLE IN SWITZERLAND. SAFTS AND ANY RELATED MARKETING MATERIALS HAVE NOT BEEN AND WILL NOT BE FILED WITH OR APPROVED BY ANY SWISS REGULATORY AUTHORITY, PARTICULARLY INCLUDING

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THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY ("FINMA"), AND IT HAS NOT BEEN AUTHORIZED UNDER THE SWISS FEDERAL ACT ON COLLECTIVE INVESTMENT SCHEMES ("CISA"). THE PROTECTIONS AFFORDED TO ACQUIRERS OF INTERESTS IN COLLECTIVE INVESTMENT SCHEMES UNDER THE CISA DOES NOT EXTEND TO ACQUIRERS OF SAFTS.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

IN THE UNITED KINGDOM THE TOKEN CONTRACT IS BEING DISTRIBUTED ONLY TO, AND IS DIRECTED ONLY AT (AND ANY PURCHASE ACTIVITY TO WHICH IT RELATES WILL BE ENGAGED ONLY WITH):

(I) INVESTMENT PROFESSIONALS (WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE "FPO"));

(II) PERSONS OR ENTITIES OF A KIND DESCRIBED IN ARTICLE 49 OF THE FPO;

(III) CERTIFIED SOPHISTICATED INVESTORS (WITHIN THE MEANING OF ARTICLE 50(1) OF THE FPO); AND (IV) OTHER PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). PERSONS WHO ARE NOT RELEVANT PERSONS SHOULD NOT TAKE ANY ACTION IN CONNECTION WITH THE TOKEN CONTRACT OR BASED UPON ANY DOCUMENTS USED IN CONNECTION THEREWITH. IT IS A CONDITION OF YOUR ACQUISITION OF THE TOKEN CONTRACT THAT YOU WARRANT TO BAANX.COM LTD, ITS DIRECTORS, AND ITS OFFICERS THAT YOU ARE A RELEVANT PERSON. THE TOKEN CONTRACT AND ANY DOCUMENTS USED IN CONNECTION THEREWITH HAVE NOT BEEN APPROVED BY ANY AUTHORIZED PERSON.

NOTICE TO RESIDENTS OF ALL OTHER JURISDICTIONS

NO ACTION HAS BEEN TAKEN TO PERMIT THE OFFER, SALE, POSSESSION OR DISTRIBUTION OF THE TOKEN CONTRACT OR ANY RELATED DOCUMENTS IN ANY JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. YOU ARE REQUIRED TO INFORM YOURSELF ABOUT, AND TO OBSERVE ANY RESTRICTIONS RELATING TO, THE TOKEN CONTRACT AND ANY RELATED DOCUMENTS IN YOUR JURISDICTION.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

CERTAIN STATEMENTS IN THE BAANX.COM WHITE PAPER AND THIS DOCUMENT CONSTITUTE FORWARD-LOOKING STATEMENTS UNDER APPLICABLE SECURITIES LAWS. EXCEPT FOR STATEMENTS OF HISTORICAL FACT, INFORMATION CONTAINED HEREIN CONSTITUTES FORWARD- LOOKING STATEMENTS, INCLUDING

(I) BAANX.COM'S ABILITY TO LAUNCH THE BAANX.COM PLATFORM WITH THE CAPABILITIES DESCRIBED;

(II) THE PROJECTED UTILITY OF THE BXX TOKEN AND ITS FUNCTIONALITY ON THE BAANX.COM PLATFORM,

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(III) THE COMPLETION OF, AND THE USE OF PROCEEDS FROM, THE SALE OF THE SAFTS;

(IV) THE EXECUTION OF THE VISION AND GROWTH STRATEGY FOR BAANX.COM;

(V) THE ADOPTION OF BXX BY USERS AND THE OVERALL SUCCESS OF SERVICES OFFERED BY BAANX.COM;

(VI) THE COMPLETION OF BAANX.COM'S PROJECTS THAT ARE CURRENTLY UNDERWAY, IN DEVELOPMENT OR OTHERWISE UNDER CONSIDERATION; AND (VII) FUTURE LIQUIDITY, WORKING CAPITAL, AND CAPITAL REQUIREMENTS. FORWARD-LOOKING STATEMENTS CAN ALSO BE IDENTIFIED BY WORDS SUCH AS "CAN," "EXPECT," "WILL" AND OTHER IDENTIFIERS OF NON-HISTORICAL EVENTS. FORWARD- LOOKING STATEMENTS ARE PROVIDED TO ALLOW POTENTIAL PURCHASERS OF THE SAFTS THE OPPORTUNITY TO UNDERSTAND MANAGEMENT'S BELIEFS AND OPINIONS IN RESPECT OF THE FUTURE. BAANX.COM IS AN EARLY STAGE COMPANY AND AN INVESTMENT IN SAFTS IS INHERENTLY RISKY. FORWARD-LOOKING STATEMENTS ARE NOT GUARANTEES OF FUTURE PERFORMANCE, AND UNDUE RELIANCE SHOULD NOT BE PLACED ON THEM. ALTHOUGH ANY FORWARD-LOOKING STATEMENTS MADE ARE BASED UPON WHAT MANAGEMENT BELIEVES ARE REASONABLE ASSUMPTIONS, THEY NECESSARILY INVOLVE KNOWN AND UNKNOWN RISKS AND UNCERTAINTIES, WHICH MAY CAUSE ACTUAL PERFORMANCE AND FINANCIAL RESULTS IN FUTURE PERIODS TO DIFFER MATERIALLY FROM ANY PROJECTIONS OF FUTURE PERFORMANCE OR RESULTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. BAANX.COM UNDERTAKES NO OBLIGATION TO UPDATE FORWARD-LOOKING STATEMENTS FOR ANY REASON, EXCEPT AS REQUIRED BY APPLICABLE SECURITIES LAWS.

THIS TOKEN CONTRACT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE BAANX.COM DISTRIBUTION SMART CONTRACT (THE "BAANX.COM DISTRIBUTION CONTRACT"); USE OF THE RELATED BAANX.COM TOKEN SMART CONTACT (THE "BAANX.COM TOKEN CONTRACT"); AND PURCHASE OF THE RELATED COMPATIBLE FUTURE TOKENS DISTRIBUTED ON THE ETHEREUM BLOCKCHAIN (THE "BXX TOKENS") AND IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT ("BUYER" OR "YOU") AND BAANX.COM LTD, A PRIVATE LIMITED COMPANY OF ENGLAND AND WALES COMPANY NUMBER 11155611 AND ANY AFFILIATES (COLLECTIVELY, "BAANX.COM" OR "COMPANY"). BUYER AND BAANX.COM ARE HEREIN REFERRED TO INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY, AS THE "PARTIES".

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, WARRANTIES AND AGREEMENTS CONTAINED IN THIS TOKEN CONTRACT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, COMPANY AND BUYER HEREBY AGREE AS FOLLOWS:

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IMPORTANT INFORMATION: PLEASE READ THIS TOKEN CONTRACT CAREFULLY AND IN ITS ENTIRETY.

THE OFFERING HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY JURISDICTION ANYWHERE IN THE WORLD. IT IS BEING OFFERED AND SOLD ONLY IN JURISDICTIONS WHERE SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED, INCLUDING PURSUANT TO APPLICABLE EXEMPTIONS THAT GENERALLY LIMIT THE PURCHASERS WHO ARE ELIGIBLE TO PURCHASE A TOKEN CONTRACT AND THAT RESTRICT ITS RESALE. THE SAFTS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER APPLICABLE SECURITIES LAWS.

YOU CONFIRM THAT YOU HAVE READ, FULLY UNDERSTAND AND AGREE WITH THE PRIVACY POLICY, WHITE PAPER AND ALL OTHER DOCUMENTS AND DISCLOSURES REGARDING BXX TOKENS AND SAFTS ("BAANX.COM DOCUMENTS") AND EXPRESSLY ACCEPT ALL TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS AND WARRANTIES DESCRIBED IN THE BAANX.COM DOCUMENTS AND AGREE TO BE BOUND BY THEM.

WARNING: BUYER IS RESPONSIBLE TO ENSURE THAT HE IS BY LAW OF HIS JURISDICTION ALLOWED TO ENTER INTO THIS TOKEN CONTRACT AND PURCHASE BXX TOKENS YOU DECLARE THAT YOU ARE NOT A CITIZEN, PERMANENT RESIDENT, AGENT OR REPRESENTATIVE FOR ANY ENTITY OF ANY JURISDICTION, WHERE (A) THE PURCHASE, POSSESSION, TRANSFER, USE OR OTHER TRANSACTION INVOLVING ANY AMOUNT OF BXX TOKENS OR SAFTS, OR (B) THE ACCESSING OF, REFERENCING TO, ENGAGING IN, OR OTHERWISE USING THE WEBSITE, IS ILLEGAL OR RESTRICTED UNDER APPLICABLE LAW.

YOU DECLARE THAT YOUR FUNDS IN NO WAY CAME FROM ILLEGAL OR UNETHICAL SOURCES, THAT YOU ARE NOT USING ANY PROCEEDS OF CRIMINAL OR ILLEGAL ACTIVITY, AND THAT NO TRANSACTION INVOLVING BXX TOKENS OR SAFTS ARE BEING USED TO FACILITATE ANY CRIMINAL OR ILLEGAL ACTIVITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD BAANX.COM AND ANY OF ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ADVISORS, AND PERMITTED ASSIGNEES (EACH, A "BAANX.COM INDEMNITEE" OR "BAANX.COM PARTY") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, SUITS, ACTIONS, DEMANDS, PROCEEDINGS, EXPENSES, FINES, PENALTIES, LIABILITIES OR OTHER NEGATIVE ADVERSE EFFECTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES INCURRED AND/OR THOSE NECESSARY TO SUCCESSFULLY ESTABLISH THE RIGHT TO INDEMNIFICATION) (EACH, A "LOSS") FILED OR INCURRED BY ANY THIRD PARTY AGAINST BAANX.COM OR THE BAANX.COM INDEMNITEES ARISING OUT OF A BREACH OF ANY WARRANTY, REPRESENTATION, OR OBLIGATION HEREUNDER OR UNDER THE BAANX.COM DOCUMENTS. IF ANY LOSS OCCURS AS A RESULT OF YOUR PARTICIPATING IN THE BXX TOKEN SALE OR TOKEN CONTRACT OFFERINGS, YOU SHALL REIMBURSE BAANX.COM FOR THE COST OF ALL SUCH LOSSES WITHIN FIVE CALENDAR DAYS OF WRITTEN DEMAND BY BAANX.COM.

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WARNING: DO NOT ENTER INTO THIS TOKEN CONTRACT IF YOU DO NOT POSSESS EXPERT KNOWLEDGE IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN BASED SOFTWARE SYSTEMS BUYERS OF THE TOKEN CONTRACT MUST ONLY BE UNDERTAKEN BY INDIVIDUALS, ENTITIES, OR COMPANIES WITH SIGNIFICANT EXPERIENCE AND UNDERSTANDING OF CRYPTOGRAPHIC TOKEN AND THEIR INTRICACIES, LIKEBITCOIN, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS.

BAANX.COM MAY PROVIDE GENERAL GUIDELINES FOR USAGE AND STORAGE OF BXX TOKENS BEFORE THE BAANX.COM PLATFORM BECOMES OPERATIONAL. NONETHELESS, BUYERS MUST HAVE FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE BAANX.COM TEAM WILL BE AVAILABLE TO ASSIST BUYERS ONCE BXX TOKENS ARE ISSUED, BAANX.COM WILL NOT BE RESPONSIBLE FOR LOST ETHERS (ETH), OTHER CRYPTOCURRENCIES LOST OR LOST BXX TOKENS RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY BUYERS. NOTE: BUYERS SHOULD TAKE PARTICULAR CARE REGARDING THEIR WALLET PASSWORD AND KEEP IT STORED AT A SAFE PLACE IN ORDER TO ENSURE THAT THEY WILL BE ABLE TO ACCESS THEIR BXX TOKEN WHEN IT BECOMES AVAILABLE.

IF YOU DO NOT HAVE SUCH EXPERT KNOWLEDGE OR EXPERIENCE WITH REGARDS TO CRYPTOGRAPHIC TOKENS, THEN YOU SHOULD NOT PARTICIPATE IN THE BXX TOKEN PRESALE THROUGH THIS TOKEN CONTRACT.

COLLECTION AND USE OF PERSONAL INFORMATION

IN PROVIDING BAANX.COM WITH PERSONAL INFORMATION, YOU GIVE YOUR CONSENT TO BAANX.COM, ITS SUBSIDIARIES AND ANY INVOLVED PARTY TO COLLECT, HOLD, USE AND DISCLOSE YOUR PERSONAL INFORMATION AS NECESSARY PURSUANT TO APPLICABLE LAW. IN ADDITION TO PROVIDING THE FOREGOING INFORMATION, YOU AGREE TO CORRESPOND FURTHER WITH BAANX.COM THROUGH E-MAIL OR THROUGH THE "CONTACT" SECTION OF THE WEBSITE, AND BAANX.COM MAY RETAIN, USE AND DISCLOSE THE CONTENT OF YOUR COMMUNICATIONS TOGETHER WITH YOUR E-MAIL ADDRESS AND BAANX.COM RESPONSES.

YOU UNDERSTAND THAT IN CONNECTION WITH THE VERIFICATION OF STATUS AS AN "ACCREDITED INVESTOR" AS DEFINED UNDER REGULATION D OF THE SECURITIES ACT OR SIMILAR DESIGNATION UNDER OTHER JURISDICTIONAL APPLICABLE LAW, BAANX.COM OR A THIRD PARTY CONTRACTED BY BAANX.COM WILL PROCURE INVESTIGATIVE CONSUMER REPORTS THAT MAY INCLUDE THE FOLLOWING TYPES OF INFORMATION: NAMES AND DATES OF PREVIOUS EMPLOYERS, SALARY, WORK EXPERIENCE, EDUCATION, ACCIDENTS, LICENSES, CREDIT (IN CALIFORNIA IF COMPLIANT WITH AB-22), ETC. YOU FURTHER UNDERSTAND THAT SUCH REPORTS MAY CONTAIN PUBLIC RECORDS INFORMATION SUCH AS, BUT NOT LIMITED TO: YOUR DRIVING RECORD, WORKERS' COMPENSATION CLAIMS, JUDGMENTS, BANKRUPTCY PROCEEDINGS, CRIMINAL RECORDS, ETC., FROM FEDERAL, STATE AND OTHER AGENCIES WHICH MAINTAIN SUCH RECORDS. YOU HEREBY AUTHORIZE PROCUREMENT OF A CONSUMER & INVESTIGATIVE CONSUMER REPORT. YOU FURTHER AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED

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BY THE CONSUMER REPORTING AGENCY TO FURNISH THE ABOVE- MENTIONED INFORMATION.

YOU UNDERSTAND THAT YOU MAY HAVE THE RIGHT TO MAKE A REQUEST TO THE CONSUMER REPORTING AGENCY ("AGENCY"), UPON PROPER IDENTIFICATION, TO REQUEST THE NATURE AND SUBSTANCE OF ALL INFORMATION IN ITS FILES ON YOU AT THE TIME OF MY REQUEST, INCLUDING THE SOURCES OF INFORMATION AND THE AGENCY, ON BEHALF OF BAANX.COM, WILL PROVIDE A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE INVESTIGATION COVERED BY THE INVESTIGATIVE CONSUMER REPORT(S); AND THE RECIPIENTS OF ANY REPORTS ON YOU WHICH THE AGENCY HAS PREVIOUSLY FURNISHED WITHIN THE TWO YEAR PERIOD FOR EMPLOYMENT REQUESTS, AND ONE YEAR FOR OTHER PURPOSES PRECEDING YOUR REQUEST (CALIFORNIA THREE YEARS).

YOU AGREE TO PROVIDE ADDITIONAL INFORMATION AND REQUIRED DOCUMENTATION AS EVIDENCE TO VERIFY YOUR STATUS AS AN ACCREDITED INVESTOR OR SIMILAR DESIGNATION UNDER OTHER JURISDICTIONAL APPLICABLE LAW, INCLUDING, AS APPLICABLE, THE IRS 4506-T FORM, AND TO COMPLY WITH KYC/AML (KNOW YOUR CUSTOMER/ ANTI-MONEY LAUNDERING) CHECKS. YOU UNDERSTAND THAT FAILURE TO PROVIDE SUCH INFORMATION AND DOCUMENTATION OR YOUR FAILURE TO PASS THIS VERIFICATION OR KYC/AML CHECKS, SHALL PROHIBIT YOU FROM PARTICIPATING IN THE BXX TOKEN SALE AND TOKEN CONTRACTOFFERINGS.

MATTERS RELATING TO BAANX.COM, BAANX.COM SOFTWARE AND BAANX.COM PLATFORM: BAANX.COM INTENDS TO SUPPORT THE OFFERING OF DECENTRALIZED BANKING SERVICES FOR PEOPLE ACROSS THE GLOBE THROUGH A BAANX.COM APP AND PLATFORM. BAANX.COM IS AN ACRONYM WHICH STANDS FOR BANK ACCOUNT BASED ON BLOCKCHAIN. THE BAANX.COM TEAM IS A GROUP OF ENTREPRENEURS WITH BACKGROUNDS IN BANKING, DATA SCIENCE, CRYPTO INVESTMENTS AND ENGINEERING. BAANX.COM RAISES FUNDS IN ORDER TO FINANCE THE BAANX. COMPROJECT (DEVELOPMENT OF BAANX.COM SOFTWARE ("BAANX.COM SOFTWARE"), A BAANX.COM PLATFORM ("BAANX.COM PLATFORM") AND OPERATION OF INFRASTRUCTURE ETC.) AND CREATION OF THE BXX TOKEN, AS FURTHER DESCRIBED IN THE TECHNICAL WHITE PAPER (AS IT MAY BE AMENDED FROM TIME TO TIME) (THE "WHITE PAPER"); THE INTENDED PURPOSE OF THE BXX TOKENS IS TO FACILITATE THE PROVISION AND RECEIPT OF SERVICES (COLLECTIVELY, THE "SERVICES").

BINDING AGREEMENT: BUYER UNDERSTANDS AND AGREES THAT BUYER IS SUBJECT TO AND BOUND BY THIS TOKEN CONTRACT BY VIRTUE OF BUYER'S PURCHASE OF FUTURE BXX TOKENS.

RIGHTS, USES AND ATTRIBUTES OF BXX TOKENS: BUYER IS PURCHASING THE RIGHT TO FUTURE BXX TOKENS TO POTENTIALLY RECEIVE SERVICES IN, AND UTILISE, THE BAANX.COM PLATFORM AT A FUTURE POINT IN TIME. BUYER IS NOT PURCHASING FUTURE BXX TOKENS FOR ANY OTHER USES OR PURPOSES, INCLUDING, BUT NOT LIMITED TO, ANY INVESTMENT, SPECULATIVE OR OTHER FINANCIAL PURPOSES;

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BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BUYER SHOULD NOT EXPECT AND THERE IS NO GUARANTEE OR REPRESENTATION MADE BY COMPANY THAT BUYER WILL RECEIVE ANY OTHER PRODUCT, SERVICE, RIGHTS, ATTRIBUTES, FUNCTIONALITIES, FEATURES OR ASSETS OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY CRYPTOGRAPHIC TOKENS OR DIGITAL ASSETS NOW OR IN THE FUTURE WHETHER THROUGH RECEIPT, EXCHANGE, CONVERSION, REDEMPTION OR OTHERWISE. BAANX.COM WILL ISSUE UP TO 250,000,000 / BXX TOKENS. 50 MILLION WILL BE AVAILABLE FOR THE PUBLIC TO BUY IN 1 & 2 PHASES. ANOTHER 30 MILLION BXX TOKENS (12%) WILL BE MADE AVAILABLE TO BAANX.COM STAFF & ADVISORS, EMPLOYEES, CONSULTANTS, DIRECTORS AND EARLY CONTRIBUTORS AND PARTNERS. PURCHASE OF RIGHT TO FUTURE BXX TOKENS ARE NON-REFUNDABLE AND PURCHASES CANNOT BE CANCELLED BY BUYER. BUYER MAY LOSE ALL AMOUNTS PAID. BXX TOKENS MAY HAVE NO VALUE. COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL BXX TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.

PLEASE READ THE RISKS SET FORTH CAREFULLY AND IN THEIR ENTIRETY: THE PURCHASE OF FUTURE BXX TOKENS VIA THIS TOKEN CONTRACT INVOLVES VARIOUS SIGNIFICANT RISKS AND THEREFORE CAREFUL CONSIDERATION OF THE RISKS LISTED BELOW IS REQUIRED. IT MAY BE ADVISABLE TO CONSULT A LAWYER, AN ACCOUNTANT, OR A TAX PROFESSIONAL. IF ANY OF THE FOLLOWING RISKS ARE UNACCEPTABLE TO YOU, YOU MUST NOT PARTICIPATE IN THE BXX TOKEN PRE-SALE VIA THIS TOKEN CONTRACT. BY ENTERING INTO THIS TOKEN CONTRACT, YOU ARE AGREEING NOT TO HOLD ANY OF THE BAANX.COM PARTIES LIABLE FOR ANY LOSSES OR ANY DAMAGES ARISING FROM, OR IN ANY WAY CONNECTED, WITH THIS TOKEN CONTRACT OR THE BXX TOKEN, INCLUDING LOSSES ASSOCIATED WITH THE RISKS SET FORTH BELOW.

THIS TOKEN CONTRACT INCLUDES PRE-DISPUTE RESOLUTION AND REQUIRES ARBITRATION.

ARTICLE ONE: ACCEPTANCE OF TOKEN CONTRACT AND PURCHASE RIGHT FOR FUTURE ISSUANCE OF BXX TOKENS THIS TOKEN CONTRACT SHALL BE EFFECTIVE AND BINDING ON THE PARTIES WHEN BUYER:

CLICK THE" SUBMIT" BUTTON ON THE OFFICIAL HTTPS://BAANX.COM WEBSITE (THE "WEBSITE") TO INDICATE THAT BUYER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF THIS AGREEMENT AS WELL AS THE PRIVACY POLICY; OR, IF

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EARLIER UPON COMPANY'S RECEIPT OF PAYMENT FROM BUYER. BUYER AGREES TO BE BOUND ON THIS BASIS, AND CONFIRMS THAT BUYER HAS READ IN FULL AND UNDERSTANDS THIS TOKEN CONTRACT AND THE TERMS ON WHICH BUYER IS BOUND; OR, IF REQUIRED BY COMPANY, UPON COMPANY'S RECEIPT OF A SIGNED VERSION OF THIS TOKEN CONTRACT.

PAYMENT. BUYER AGREES TO MAKE PAYMENT TO COMPANY OR ITS DESIGNEE, IN ACCORDANCE WITH INSTRUCTIONS PROVIDED TO BUYER, AT THE TIME OF EXECUTION OF THE TOKEN CONTRACT OR WITHIN NO GREATER THAN FIVE (5) BUSINESS DAYS, EXCEPT AS OTHERWISE AGREED TO BY COMPANY.

WEBSITE TERMS OF USE: BUYER UNDERSTANDS THAT THE BXX TOKENS WILL BE SUBJECT TO THE COMPANY'S WEBSITE TERMS OF USE (THE "BAANX.COM TOS"). BUYER ACKNOWLEDGES THAT THE COMPANY HAS ADVISED THAT THE BAANX.COM TOS HAS NOT YET BEEN PUBLISHED AND UNDERSTANDS AND AGREES THAT ANY BXX TOKENS RECEIVED PURSUANT TO THIS TOKEN CONTRACT WILL BE SUBJECT TO THEM ONCE ADOPTED BY THE COMPANY AND PUBLISHED.

WHITE PAPER: COMPANY HAS PREPARED THE WHITE PAPER, WHICH IS AVAILABLE AT HTTPS://BAANXAPP.COM/BXX- DESCRIBING MATTERS RELATING TO THE BAANX.COM SOFTWARE AND BAANX.

THE WHITE PAPER, AS IT MAY BE AMENDED FROM TIME TO TIME, IS HEREBY INCORPORATED BY REFERENCE. BUYER HAS READ AND UNDERSTANDS THE WHITE PAPER AND ITS CONTENTS.

BXX TOKENS:

PURPOSE: AS MENTIONED ABOVE, PURCHASE OF THE BXX TOKENS WILL ALLOW BUYER THE OPPORTUNITY TO RECEIVE SERVICES IN, AND USE, THE BAANX.COM PLATFORM AT A FUTURE POINT IN TIME. ALTHOUGH BXX TOKENS MAY BE TRADABLE, THEY ARE NOT THEMSELVES AN INVESTMENT, CURRENCY, SECURITY, COMMODITY, A SWAP ON A CURRENCY, SECURITY OR COMMODITY OR ANY OTHER KIND OF FINANCIAL INSTRUMENT.

COMPANY'S USE OF PROCEEDS: BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE PROCEEDS FROM THE SALE OF THE BXX TOKENS WILL BE UTILISED BY COMPANY IN ITS SOLE DISCRETION.

NETWORK LAUNCH. IF THERE IS A NETWORK LAUNCH BEFORE THE EXPIRATION OR TERMINATION OF THIS INSTRUMENT, THE COMPANY WILL AUTOMATICALLY ISSUE TO THE BUYER A NUMBER OF UNITS OF THE TOKEN EQUAL TO THE PURCHASE AMOUNT DIVIDED BY THE DISCOUNT PRICE. IN CONNECTION WITH AND PRIOR TO THE ISSUANCE OF TOKENS BY THE COMPANY TO THE BUYER PURSUANT TO THIS

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THE BUYER WILL EXECUTE AND DELIVER TO THE COMPANY ANY AND ALL OTHER TRANSACTION DOCUMENTS RELATED TO THIS TOKEN CONTRACT, INCLUDING VERIFICATION OF ACCREDITED INVESTOR STATUS OR NON-U.S. PERSON STATUS UNDER THE APPLICABLE SECURITIES LAWS; AND THE BUYER WILL PROVIDE TO THE COMPANY A NETWORK ADDRESS FOR WHICH TO ALLOCATE BUYER'S TOKENS UPON THE NETWORK LAUNCH.

DISSOLUTION EVENT. IF THERE IS A DISSOLUTION EVENT BEFORE THIS INSTRUMENT EXPIRES OR TERMINATES, THE COMPANY WILL PAY AN AMOUNT EQUAL TO THE PURCHASE AMOUNT MULTIPLIED BY THE DISCOUNT RATE (THE "DISCOUNTED PURCHASE AMOUNT"), DUE AND PAYABLE TO THE BUYER IMMEDIATELY PRIOR TO, OR CONCURRENT WITH, THE CONSUMMATION OF THE DISSOLUTION EVENT, SUBJECT TO THE RIGHTS AND PREFERENCES OF THE HOLDERS OF THE COMPANY'S EQUITY, IF ANY SUCH RIGHTS AND PREFERENCES EXIST. IF IMMEDIATELY PRIOR TO THE CONSUMMATION OF THE DISSOLUTION EVENT, THE ASSETS OF THE COMPANY THAT REMAIN LEGALLY AVAILABLE FOR DISTRIBUTION TO THE BUYER AND ALL HOLDERS OF ALL OTHER SAFTS (THE "DISSOLVING BUYERS"), AS DETERMINED IN GOOD FAITH BY THE COMPANY'S BOARD OF DIRECTORS, ARE INSUFFICIENT TO PERMIT THE PAYMENT TO THE DISSOLVING BUYERS OF THEIR RESPECTIVE DISCOUNTED PURCHASE AMOUNTS, THEN THE REMAINING ASSETS OF THE COMPANY LEGALLY AVAILABLE FOR DISTRIBUTION, FOLLOWING ALL DISTRIBUTIONS TO THE HOLDERS OF THE COMPANY'S PREFERRED STOCK, WILL BE DISTRIBUTED WITH EQUAL PRIORITY AND PRO RATA AMONG THE DISSOLVING BUYERS IN PROPORTION TO THE DISCOUNTED PURCHASE AMOUNTS THEY WOULD OTHERWISE BE ENTITLED TO RECEIVE PURSUANT TO THIS SECTION

ANY DISTRIBUTED AMOUNTS SHALL BE IN U.S. DOLLARS.

ARTICLE TWO: TERMINATION. THIS INSTRUMENT WILL EXPIRE AND TERMINATE UPON THE EARLIER OF -

(I) THE ISSUANCE OF TOKENS TO THE BUYER PURSUANT TO SECTION 2.1;

(II) THE PAYMENT, OR SETTING ASIDE FOR PAYMENT, OF AMOUNTS DUE THE BUYER PURSUANT TO SECTION 2.2;

(III) DECEMBER 31, 2021 (THE "DEADLINE DATE"), IF THE NETWORK LAUNCH HAS NOT OCCURRED AS OF SUCH DATE; PROVIDED THAT, THE COMPANY SHALL HAVE THE RIGHT TO EXTEND THE DEADLINE DATE BY SIXTY (60) DAYS, IN ITS SOLE DISCRETION. NOTWITHSTANDING, COMPANY RESERVES THE RIGHT TO TERMINATE THIS TOKEN CONTRACT, IN ITS SOLE DISCRETION, IN THE EVENT THAT BUYER BREACHES THIS TOKEN CONTRACT. COMPANY RESERVES THE RIGHT TO TERMINATE THIS TOKEN CONTRACT, IN ITS SOLE DISCRETION, IN THE EVENT THAT BUYER BREACHES THIS TOKEN CONTRACT. TERMINATION WILL NOT AFFECT ACCRUED RIGHTS, INDEMNITIES, EXISTING COMMITMENTS OR ANY CONTRACTUAL PROVISION INTENDED TO SURVIVE TERMINATION.

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ARTICLE THREE: DEFINITIONS

"DISCOUNT PRICE" MEANS THE MAXIMUM PRICE PER TOKEN SOLD BY THE COMPANY TO THE PUBLIC DURING THE NETWORK LAUNCH MULTIPLIED BY THE DISCOUNT RATE.

"DISSOLUTION EVENT" MEANS (I) A VOLUNTARY TERMINATION OF OPERATIONS OF THE COMPANY, (II) A GENERAL ASSIGNMENT FOR THE BENEFIT OF THE COMPANY'S CREDITORS OR (III) ANY OTHER LIQUIDATION, DISSOLUTION OR WINDING UP OF THE COMPANY, WHETHER VOLUNTARY OR INVOLUNTARY. "GOVERNMENTAL AUTHORITY" MEANS ANY NATION OR GOVERNMENT, ANY STATE OR OTHER POLITICAL SUBDIVISION THEREOF, ANY ENTITY EXERCISING LEGISLATIVE, JUDICIAL OR ADMINISTRATIVE FUNCTIONS OF OR PERTAINING TO GOVERNMENT, INCLUDING, WITHOUT LIMITATION, ANY GOVERNMENT AUTHORITY, AGENCY, DEPARTMENT, BOARD, COMMISSION OR INSTRUMENTALITY, AND ANY COURT, TRIBUNAL OR ARBITRATOR(S) OF COMPETENT JURISDICTION, AND ANY SELF-REGULATORY ORGANIZATION.

"LAWS" MEANS LAWS, STATUTES, ORDINANCES, RULES, REGULATIONS, JUDGMENTS, INJUNCTIONS, ORDERS AND DECREES. "NETWORK LAUNCH" MEANS A BONA FIDE TRANSACTION OR SERIES OF TRANSACTIONS, PURSUANT TO WHICH THE COMPANY WILL SELL THE TOKENS TO THE GENERAL PUBLIC IN A PUBLICIZED PRODUCT LAUNCH OF THE BAANX.COM PLATFORM.

"TOKEN CONTRACT" MEANS AN AGREEMENT CONTAINING A FUTURE RIGHT TO UNITS OF TOKENS PURCHASED BY BUYERS, SIMILAR IN FORM AND CONTENT TO THIS AGREEMENT, WHICH A SIGNIFICANT PORTION OF THE AMOUNT RAISED UNDER THE SAFTS WILL BE USED TO FUND THE COMPANY'S DEVELOPMENT OF THE BAANX.COM PLATFORM.

ARTICLE FOUR: COMPANY REPRESENTATIONS

BAANX.COM LTD IS A COMPANY DULY ORGANIZED, VALIDLY EXISTING AND IN GOOD STANDING UNDER THE LAWS OF ENGLAND, AND THE COMPANY HAS THE POWER AND AUTHORITY TO OWN, LEASE AND OPERATE ITS PROPERTIES AND CARRY ON ITS BUSINESS AS NOW CONDUCTED.

THE EXECUTION, DELIVERY AND PERFORMANCE BY THE COMPANY OF THIS INSTRUMENT IS WITHIN THE POWER OF THE COMPANY AND, OTHER THAN WITH RESPECT TO THE ACTIONS TO BE TAKEN WHEN BXX TOKENS ARE TO BE ISSUED TO THE BUYER, HAS BEEN DULY AUTHORIZED BY ALL NECESSARY ACTIONS ON THE PART OF THE COMPANY. THIS INSTRUMENT CONSTITUTES A LEGAL, VALID AND BINDING OBLIGATION OF THE COMPANY, ENFORCEABLE AGAINST THE COMPANY 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 COMPANY, IT IS NOT IN VIOLATION OF

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(I) ITS CURRENT ARTICLES OF INCORPORATION OR BYLAWS,

(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.

TO THE KNOWLEDGE OF THE COMPANY, THE PERFORMANCE AND CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS INSTRUMENT DO NOT AND WILL NOT:

(I) VIOLATE ANY MATERIAL JUDGMENT, STATUTE, RULE OR REGULATION APPLICABLE TO THE 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 NON-RENEWAL OF ANY MATERIAL PERMIT, LICENSE OR AUTHORIZATION APPLICABLE TO THE COMPANY, ITS BUSINESS OR OPERATIONS.

NO CONSENTS OR APPROVALS ARE REQUIRED IN CONNECTION WITH THE PERFORMANCE OF THIS INSTRUMENT, OTHER THAN:

(I) THE COMPANY'S CORPORATE APPROVALS; AND

(II) ANY QUALIFICATIONS OR FILINGS UNDER APPLICABLE SECURITIES LAWS.

TO ITS KNOWLEDGE, THE 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 AN INFRINGEMENT OF THE RIGHTS OF OTHERS.

THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE BXX TOKENS, INCLUDING ANY

(I) WARRANTY OF MERCHANTABILITY;

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(II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE;

(III) WARRANTY OF TITLE; OR (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FOR THEREIN, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THE COMPANY'S BEHALF.

ARTICLE FIVE: BUYER REPRESENTATIONS

BUYER IS NOT A CITIZEN OF, NATURAL AND LEGAL PERSON, HAVING HABITUAL RESIDENCE, LOCATION OR THEIR SEAT OF INCORPORATION IN THE COUNTRY OR TERRITORY WHERE TRANSACTIONS WITH DIGITAL TOKENS ARE PROHIBITED OR IN ANY MANNER RESTRICTED BY APPLICABLE LAWS OR REGULATIONS, OR WILL BECOME SO PROHIBITED OR RESTRICTED AT ANY TIME AFTER THIS AGREEMENT BECOMES EFFECTIVE.

THE BUYER HAS FULL LEGAL CAPACITY, POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS INSTRUMENT AND TO PERFORM ITS OBLIGATIONS HEREUNDER. THIS INSTRUMENT CONSTITUTES VALID AND BINDING OBLIGATION OF THE BUYER, 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.

THE BUYER HAS BEEN ADVISED THAT THIS INSTRUMENT IS A SECURITY AND THAT THE OFFERS AND SALES OF THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER ANY COUNTRY'S SECURITIES LAWS AND, THEREFORE, CANNOT BE RESOLD EXCEPT IN COMPLIANCE WITH THE APPLICABLE COUNTRY'S LAWS. THE BUYER IS PURCHASING THIS INSTRUMENT FOR ITS OWN ACCOUNT FOR INVESTMENT, NOT AS A NOMINEE OR AGENT, AND NOT WITH A VIEW TO, OR FOR RESALE IN CONNECTION WITH, THE DISTRIBUTION THEREOF, AND THE BUYER HAS NO PRESENT INTENTION OF SELLING, GRANTING ANY PARTICIPATION IN, OR OTHERWISE DISTRIBUTING THE SAME.

THE BUYER HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT THE BUYER IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF SUCH INVESTMENT, IS ABLE TO INCUR A COMPLETE LOSS OF SUCH INVESTMENT WITHOUT IMPAIRING THE BUYER'S FINANCIAL CONDITION AND IS ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE BUYER ENTERS INTO THIS TOKEN CONTRACT WITH THE UNDERSTANDING THAT

(I) HE, SHE OR IT, AS THE CASE MAY BE, MAY OR MAY NOT PROFIT UPON THE SUCCESSFUL DEVELOPMENT AND NETWORK / TOKEN LAUNCH ARISING FROM THE EFFORTS OF THE COMPANY AND ITS EMPLOYEES TO DEVELOP

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AND MARKET THE NETWORK / TOKEN, THE NETWORK / TOKEN LAUNCH AND RELATED SALE OF THE TOKENS; AND

(II) THE COMPANY MAY MAKE ACTUAL DELIVERY OF THE TOKENS TO THE BUYER UPON THE NETWORK / TOKEN LAUNCH.

THE BUYER HEREBY HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE IN BUSINESS AND FINANCIAL MATTERS TO BE ABLE TO EVALUATE THE RISKS AND MERITS OF ITS PURCHASE OF THIS TOKEN CONTRACT AND OF THE BXX TOKENS AND IS ABLE TO BEAR THE RISKS THEREOF. THE BUYER IS AWARE OF COMPANY'S BUSINESS AFFAIRS AND FINANCIAL CONDITION AND HAS ACQUIRED SUFFICIENT INFORMATION ABOUT THE COMPANY TO REACH AN INFORMED AND KNOWLEDGEABLE DECISION TO ACQUIRE THIS TOKEN CONTRACT. THE BUYER UNDERSTANDS THAT THE TOKENS INVOLVE RISKS, ALL OF WHICH THE BUYER FULLY AND COMPLETELY ASSUMES, INCLUDING, BUT NOT LIMITED TO, THE RISK THAT

(I) THE TECHNOLOGY ASSOCIATED WITH THE NETWORK WILL NOT FUNCTION AS INTENDED;

(II) THE NETWORK AND NETWORK LAUNCH WILL NOT BE COMPLETED;

(III) THE NETWORK WILL FAIL TO ATTRACT SUFFICIENT INTEREST FROM KEY STAKEHOLDERS; AND

(IV) THE COMPANY AND/OR THE NETWORK MAY BE SUBJECT TO INVESTIGATION AND PUNITIVE ACTIONS FROM GOVERNMENTAL AUTHORITIES. THE BUYER UNDERSTANDS AND EXPRESSLY ACCEPTS THAT THE TOKENS WILL BE CREATED AND DELIVERED TO THE BUYER AT THE SOLE RISK OF THE BUYER ON AN "AS IS" AND "UNDER DEVELOPMENT" BASIS. THE BUYER UNDERSTANDS AND EXPRESSLY ACCEPTS THAT THE BUYER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES MADE BY THE COMPANY OUTSIDE OF THIS INSTRUMENT, INCLUDING, BUT NOT LIMITED TO, CONVERSATIONS OF ANY KIND, WHETHER THROUGH ORAL OR ELECTRONIC COMMUNICATION, OR ANY WHITE PAPER.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS.

THE BUYER UNDERSTANDS THAT BUYER BEARS SOLE RESPONSIBILITY FOR ANY TAXES AS A RESULT OF THE MATTERS AND TRANSACTIONS THE SUBJECT OF THIS INSTRUMENT, AND ANY FUTURE ACQUISITION, OWNERSHIP, USE, SALE OR OTHER DISPOSITION OF TOKENS HELD BY THE BUYER. TO THE EXTENT PERMITTED BY LAW, THE BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD THE COMPANY OR ANY OF ITS AFFILIATES, EMPLOYEES OR AGENTS (INCLUDING DEVELOPERS, AUDITORS, CONTRACTORS OR FOUNDERS) HARMLESS FOR ANY CLAIM, LIABILITY, ASSESSMENT OR PENALTY WITH RESPECT TO ANY TAXES (OTHER THAN ANY NET INCOME TAXES OF THE COMPANY THAT RESULT FROM THE ISSUANCE OF TOKENS

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TO THE BUYER PURSUANT TO SECTION 2.1 OF THE INSTRUMENT) ASSOCIATED WITH OR ARISING FROM THE BUYER'S PURCHASE OF TOKENS HERE UNDER, OR THE USE OR OWNERSHIP OF TOKENS.

BUYER IS NOT SUBJECT TO ANY OF THE DISQUALIFYING EVENTS LISTED IN RULE 506(D)(1) OF REGULATION D UNDER THE U.S. SECURITIES ACT OF 1933 (A "BUYER EVENT"), AND THERE IS NO PROCEEDING OR INVESTIGATION PENDING OR, TO THE KNOWLEDGE OF BUYER, THREATENED BY ANY GOVERNMENTAL AUTHORITY, THAT WOULD REASONABLY BE EXPECTED TO BECOME THE BASIS FOR A BUYER EVENT.

FUNDS PAYMENTS

FUNDS: THE FUNDS, INCLUDING ANY FIAT, VIRTUAL CURRENCY OR CRYPTOCURRENCY, BUYER USES TO PURCHASE THIS TOKEN CONTRACT AND BXX TOKENS ARE NOT DERIVED FROM OR RELATED TO ANY UNLAWFUL ACTIVITIES, INCLUDING BUT NOT LIMITED TO MONEY LAUNDERING OR TERRORIST FINANCING, AND BUYER WILL NOT USE THE BXX TOKENS TO FINANCE, ENGAGE IN, OR OTHERWISE SUPPORT ANY UNLAWFUL ACTIVITIES.

PAYMENTS: ALL PAYMENTS BY BUYER UNDER THIS TOKEN CONTRACT WILL BE MADE ONLY IN BUYER'S NAME, FROM A DIGITAL WALLET OR BANK ACCOUNT NOT SUBJECT TO FINANCIAL SANCTIONS UNDER HM TREASURY OFFICE OF FINANCIAL SANCTIONS IMPLEMENTATION, AS SUCH REGULATIONS MAY BE AMENDED FROM TIME TO TIME.

MISCELLANEOUS REGULATORY COMPLIANCE:

ANTI-MONEY LAUNDERING; COUNTER-TERRORISM FINANCING: TO THE EXTENT REQUIRED BY APPLICABLE LAW, BUYER COMPLIES WITH ALL ANTI- MONEY LAUNDERING AND COUNTER TERRORISM FINANCING REQUIREMENTS.

SANCTIONS COMPLIANCE: NEITHER BUYER, NOR ANY PERSON HAVING A DIRECT OR INDIRECT BENEFICIAL INTEREST IN BUYER OR THE TOKEN CONTRACT AND BXX TOKENS BEING ACQUIRED BY BUYER, OR ANY PERSON FOR WHOM BUYER IS ACTING AS AGENT OR NOMINEE IN CONNECTION WITH THE TOKEN CONTRACT OR BXX TOKENS, IS THE SUBJECT OF SANCTIONS ADMINISTERED OR ENFORCED BY ANY COUNTRY OR GOVERNMENT (COLLECTIVELY, "SANCTIONS") OR IS ORGANIZED OR RESIDENT IN A COUNTRY OR TERRITORY THAT IS THE SUBJECT OF COUNTRY- WIDE OR TERRITORY-WIDE SANCTIONS.

ARTICLE SIX: PROCEDURES FOR PURCHASE OF RIGHTS AND VALUATION OF PURCHASE AMOUNT BUYER SHALL MAKE THE REQUIRED PAYMENT TO THE COMPANY IN CONSIDERATION FOR BUYER'S PURCHASE OF THE RIGHT PURSUANT TO THE TOKEN CONTRACT THROUGH THE PROCEDURES AND IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH ON THE COMPANY WEBSITE OR AS OTHERWISE COMMUNICATED TO BUYER.

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FOR PURPOSES OF THIS INSTRUMENT, THE VALUE OF THE PURCHASE AMOUNT SHALL BE DEEMED IN U.S. DOLLARS WHETHER THE BUYER PAYS IN ETHER, VALUED AT THE APPLICABLE EXCHANGE RATE FOR ETHER. THE TERM "APPLICABLE EXCHANGE RATE" SHALL MEAN THE VOLUME-WEIGHTED AVERAGE DAILY PRICE OF ETHER ACROSS EXCHANGES IN THE ONE HOUR PRECEDING WHEN FUNDS RECEIVED BY BAANX.COM (THE "EFFECTIVE TIME"); 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 COMPANY WILL USE ITS REASONABLE BEST EFFORTS TO DETERMINE THE VOLUME WEIGHTED AVERAGE PRICE OF ETHER.

ARTICLE SEVEN: RISKS

BXX TOKENS MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. BUYER HAS CAREFULLY REVIEWED, ACKNOWLEDGES, UNDERSTANDS AND ASSUMES THE FOLLOWING RISKS, AS WELL AS ALL OTHER RISKS ASSOCIATED WITH THE TOKEN CONTRACT (INCLUDING THOSE NOT DISCUSSED HEREIN), ALL OF WHICH COULD RENDER THE BXX TOKENS WORTHLESS OR OF LITTLE VALUE: 7.1. RIGHTS, FUNCTIONALITY AND FEATURES: PURCHASE OF THE RIGHT TO FUTURE BXX TOKENS DOES NOT GUARANTEE THAT THE BAANX.COM PLATFORM WILL BE LAUNCHED, THAT THE BAANX.COM SOFTWARE'S DEVELOPMENT WILL BE FINISHED OR THAT THE BAANX.COM SOFTWARE WILL BE ADOPTED AND IMPLEMENTED.

ETHEREUM BLOCKCHAIN: THE ETHEREUM BLOCKCHAIN IS PRONE TO PERIODIC CONGESTION DURING WHICH TRANSACTIONS CAN BE DELAYED OR LOST. INDIVIDUALS MAY ALSO INTENTIONALLY SPAM THE ETHEREUM NETWORK IN AN ATTEMPT TO GAIN AN ADVANTAGE IN PURCHASING CRYPTOGRAPHIC TOKENS. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT ETHEREUM BLOCK PRODUCERS MAY NOT INCLUDE BUYER'S TRANSACTION WHEN BUYER WANTS OR BUYER'S TRANSACTION MAY NOT BE INCLUDED AT ALL.

ABILITY TO TRANSACT OR RESELL: BUYER MAY BE UNABLE TO SELL OR OTHERWISE TRANSACT IN BXX TOKENS AT ANY TIME, OR FOR THE PRICE BUYER PAID. BY USING THE BAANX.COM DISTRIBUTION CONTRACT OR THE BAANX.COM TOKEN CONTRACT OR BY PURCHASING THE RIGHT TO FUTURE BXX TOKENS, BUYER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT: BXX TOKENS MAY HAVE NO VALUE;

THERE IS NO GUARANTEE OR REPRESENTATION OF LIQUIDITY FOR THE BXX TOKENS; AND THE PARTIES ARE NOT AND SHALL NOT BE RESPONSIBLE FOR OR LIABLE FOR THE MARKET VALUE OF BXX TOKENS, THE TRANSFERABILITY AND/OR LIQUIDITY OF BXX TOKENS AND/OR THE AVAILABILITY OF ANY MARKET FOR BXX TOKENS THROUGH THIRD PARTIES OR OTHERWISE.

TOKEN SECURITY: BXX TOKENS MAY BE SUBJECT TO EXPROPRIATION AND OR/ THEFT. HACKERS OR OTHER MALICIOUS GROUPS OR ORGANIZATIONS MAY ATTEMPT TO INTERFERE WITH THE BAANX.COM DISTRIBUTION CONTRACT, THE BAANX.COM TOKEN CONTRACT OR THE BXX TOKENS IN A VARIETY OF WAYS, INCLUDING, BUT NOT LIMITED TO, MALWARE ATTACKS, DENIAL OF SERVICE ATTACKS, CONSENSUS-

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BASED ATTACKS, SYBIL ATTACKS, SMURFING AND SPOOFING. FURTHERMORE, BECAUSE THE ETHEREUM PLATFORM RESTS ON OPEN SOURCE SOFTWARE AND BXX TOKENS ARE BASED ON OPEN SOURCE SOFTWARE, THERE IS THE RISK THAT ETHEREUM SMART CONTRACTS MAY CONTAIN INTENTIONAL OR UNINTENTIONAL BUGS OR WEAKNESSES WHICH MAY NEGATIVELY AFFECT THE BXX TOKENS OR RESULT IN THE LOSS OF BUYER'S BXX TOKENS, THE LOSS OF BUYER'S ABILITY TO ACCESS OR CONTROL BUYER'S BXX TOKENS OR THE LOSS OF ETH IN BUYER'S ACCOUNT. IN THE EVENT OF SUCH A SOFTWARE BUG OR WEAKNESS, THERE MAY BE NO REMEDY AND HOLDERS OF BXX TOKENS ARE NOT GUARANTEED ANY REMEDY, REFUND OR COMPENSATION.

ACCESS TO PRIVATE KEYS: BXX TOKENS PURCHASED BY BUYER MAY BE HELD BY BUYER IN BUYER'S DIGITAL WALLET OR VAULT, WHICH REQUIRES A PRIVATE KEY, OR A COMBINATION OF PRIVATE KEYS, FOR ACCESS. ACCORDINGLY, LOSS OF REQUISITE PRIVATE KEY(S) ASSOCIATED WITH BUYER'S DIGITAL WALLET OR VAULT STORING BXX TOKENS WILL RESULT IN LOSS OF SUCH BXX TOKENS, ACCESS TO BUYER'S BXX TOKEN BALANCE AND/OR ANY INITIAL BALANCES IN BLOCKCHAINS CREATED BY THIRD PARTIES. MOREOVER, ANY THIRD PARTY THAT GAINS ACCESS TO SUCH PRIVATE KEY(S), INCLUDING BY GAINING ACCESS TO LOGIN CREDENTIALS OF A HOSTED WALLET OR VAULT SERVICE BUYER USES, MAY BE ABLE TO MISAPPROPRIATE BUYER'S BXX TOKENS. COMPANY IS NOT RESPONSIBLE FOR ANY SUCH LOSSES.

NEW TECHNOLOGY: THE BAANX.COM SOFTWARE AND THE BAANX.COM PLATFORM AND ALL OF THE MATTERS SET FORTH IN THE WHITE PAPER ARE NEW AND UNTESTED. THE BAANX.COM SOFTWARE MIGHT NOT BE CAPABLE OF COMPLETION, IMPLEMENTATION OR ADOPTION. IT IS POSSIBLE THAT NO BLOCKCHAIN UTILISING THE BAANX.COM SOFTWARE WILL EVER BE LAUNCHED AND THERE MAY NEVER BE AN OPERATIONAL BAANX.COM PLATFORM. BUYER SHOULD NOT RELY ON THE BAANX.COM SOFTWARE OR THE ABILITY TO RECEIVE TOKENS ASSOCIATED WITH THE BAANX.COM PLATFORM IN THE FUTURE. EVEN IF THE BAANX.COM SOFTWARE IS COMPLETED, IMPLEMENTED AND ADOPTED, IT MIGHT NOT FUNCTION AS INTENDED, AND ANY TOKENS ASSOCIATED WITH A BLOCKCHAIN ADOPTING THE BAANX.COM SOFTWARE MAY NOT HAVE FUNCTIONALITY THAT IS DESIRABLE OR VALUABLE. ALSO, TECHNOLOGY IS CHANGING RAPIDLY, SO THE BXX TOKENS AND ANY TOKENS TRANSFERABLE ON THE BAANX.COM PLATFORM MAY BECOME OUTDATED.

RELIANCE ON THIRD-PARTIES: EVEN IF COMPLETED, THE BAANX.COM SOFTWARE WILL RELY, IN WHOLE OR PARTLY, ON THIRD PARTIES TO ADOPT AND IMPLEMENT IT AND TO CONTINUE TO DEVELOP, SUPPLY, AND OTHERWISE SUPPORT IT. THERE IS NO ASSURANCE OR GUARANTEE THAT THOSE THIRD PARTIES WILL COMPLETE THEIR WORK, PROPERLY CARRY OUT THEIR OBLIGATIONS, OR OTHERWISE MEET ANYONE'S NEEDS, ALL OF WHICH MIGHT HAVE A MATERIAL ADVERSE EFFECT ON THE BAANX.COM SOFTWARE AND BAANX.COM PLATFORM.

FAILURE TO MAP A PUBLIC KEY TO BUYER'S ACCOUNT: FAILURE OF BUYER TO MAP A PUBLIC KEY TO BUYER'S ACCOUNT MAY RESULT IN THIRD PARTIES BEING UNABLE TO RECOGNIZE BUYER'S BXX TOKEN BALANCE ON THE ETHEREUM BLOCKCHAIN WHEN AND IF THEY CONFIGURE THE INITIAL BALANCES OF A NEW BLOCKCHAIN

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BASED UPON THE BAANX.COM SOFTWARE OF WHICH COMPANY MAKES NO REPRESENTATION OR GUARANTEE.

EXCHANGE & COUNTERPARTY RISKS: IF BUYER CHOOSES TO MAINTAIN OR HOLD BXX TOKENS THROUGH A CRYPTOCURRENCY EXCHANGE OR OTHER THIRD PARTY, BUYER'S BXX TOKENS MAY BE STOLEN OR LOST. IN ADDITION, THIRD PARTIES MAY NOT RECOGNIZE BUYER'S CLAIM TO ANY DERIVATIVE TOKENS IF AND WHEN LAUNCHED BY THIRD PARTIES ACCORDING TO THE DISTRIBUTION RULES SET IN THE BAANX.COM SOFTWARE. BY PURCHASING THE RIGHT TO BXX TOKENS, BUYER ACKNOWLEDGES AND AGREES THAT BUYER HOLDS BXX TOKENS ON A CRYPTOCURRENCY EXCHANGE OR WITH ANOTHER THIRD PARTY AT BUYER'S OWN AND SOLE RISK.

CHANGES TO THE BAANX.COM SOFTWARE: THE BAANX.COM SOFTWARE IS STILL UNDER DEVELOPMENT AND MAY UNDERGO SIGNIFICANT CHANGES OVER TIME. ALTHOUGH COMPANY INTENDS FOR THE BAANX.COM SOFTWARE TO HAVE THE FEATURES AND SPECIFICATIONS SET FORTH IN THE WHITE PAPER, COMPANY MAY MAKE CHANGES TO SUCH FEATURES AND SPECIFICATIONS FOR ANY NUMBER OF REASONS, AND ANY PARTY THAT ADOPTS THE BAANX. COM SOFTWARE AND LAUNCHES THE BAANX.COM PLATFORM ALSO MAY MAKE CHANGES, ANY OF WHICH MAY MEAN THAT THE BAANX.COM PLATFORM DOES NOT MEET BUYER'S EXPECTATIONS.

RISK OF ALTERNATIVE BLOCKCHAINS: IT IS POSSIBLE THAT ALTERNATIVE PLATFORMS COULD BE ESTABLISHED THAT UTILIZE THE SAME TECHNOLOGY AND PROTOCOL UNDERLYING THE NETWORK, EITHER DIRECTLY OR INDIRECTLY THROUGH REVERSE ENGINEERING, AND ATTEMPT TO FACILITATE MATERIALLY SIMILAR SERVICES AS THE COMPANY. BAANX.COM MAY COMPETE WITH THESE ALTERNATIVE NETWORKS, WHICH COULD LEAD THE COMPANY TO FOREGO THE DEVELOPMENT OF THE BXX TOKENS AND BAANX.COM SOFTWARE.

PROJECT COMPLETION: THE DEVELOPMENT OF THE BAANX.COM SOFTWARE MAY BE ABANDONED FOR A NUMBER OF REASONS, INCLUDING, BUT NOT LIMITED TO, LACK OF INTEREST FROM THE PUBLIC, LACK OF FUNDING, LACK OF COMMERCIAL SUCCESS OR PROSPECTS, OR DEPARTURE OF KEY PERSONNEL.

LACK OF INTEREST: EVEN IF THE BAANX.COM SOFTWARE IS FINISHED AND ADOPTED AND THE BAANX.COM PLATFORM IS LAUNCHED, THE ONGOING SUCCESS OF THE BAANX.COM PLATFORM RELIES ON THE INTEREST AND PARTICIPATION OF THIRD PARTIES. THERE CAN BE NO ASSURANCE OR GUARANTEE THAT THERE WILL BE SUFFICIENT INTEREST OR PARTICIPATION IN THE BAANX.COM PLATFORM.

UNCERTAIN REGULATORY FRAMEWORK: THE REGULATORY STATUS OF CRYPTOGRAPHIC TOKENS, DIGITAL ASSETS AND BLOCKCHAIN TECHNOLOGY IS UNCLEAR OR UNSETTLED IN MANY JURISDICTIONS. IT IS DIFFICULT TO PREDICT HOW OR WHETHER GOVERNMENTAL AUTHORITIES WILL REGULATE SUCH TECHNOLOGIES. IT IS LIKEWISE DIFFICULT TO PREDICT HOW OR WHETHER ANY GOVERNMENTAL AUTHORITY MAY MAKE CHANGES TO EXISTING LAWS,

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REGULATIONS AND/OR RULES THAT WILL AFFECT CRYPTOGRAPHIC TOKENS, DIGITAL ASSETS, BLOCKCHAIN TECHNOLOGY AND ITS APPLICATIONS. SUCH CHANGES COULD NEGATIVELY IMPACT BXX TOKENS IN VARIOUS WAYS, INCLUDING, FOR EXAMPLE, THROUGH A DETERMINATION THAT BXX TOKENS ARE REGULATED FINANCIAL INSTRUMENTS THAT REQUIRE REGISTRATION. COMPANY MAY CEASE THE DISTRIBUTION OF BXX TOKENS, THE DEVELOPMENT OF THE BAANX.COM SOFTWARE OR CEASE OPERATIONS IN A JURISDICTION IN THE EVENT THAT GOVERNMENTAL ACTIONS MAKE IT UNLAWFUL OR COMMERCIALLY UNDESIRABLE TO CONTINUE TO DO SO.

RISK OF GOVERNMENT ACTION: AS NOTED ABOVE, THE INDUSTRY IN WHICH COMPANY OPERATES IS NEW, AND MAY BE SUBJECT TO HEIGHTENED OVERSIGHT AND SCRUTINY, INCLUDING INVESTIGATIONS OR ENFORCEMENT ACTIONS. THERE CAN BE NO ASSURANCE THAT GOVERNMENTAL AUTHORITIES WILL NOT EXAMINE THE OPERATIONS OF COMPANY AND/OR PURSUE ENFORCEMENT ACTIONS AGAINST COMPANY. SUCH GOVERNMENTAL ACTIVITIES MAY OR MAY NOT BE THE RESULT OF TARGETING COMPANY IN PARTICULAR. ALL OF THIS MAY SUBJECT COMPANY TO JUDGMENTS, SETTLEMENTS, FINES OR PENALTIES, OR CAUSE COMPANY TO RESTRUCTURE ITS OPERATIONS AND ACTIVITIES OR TO CEASE OFFERING CERTAIN PRODUCTS OR SERVICES, ALL OF WHICH COULD HARM COMPANY'S REPUTATION OR LEAD TO HIGHER OPERATIONAL COSTS, WHICH MAY IN TURN HAVE A MATERIAL ADVERSE EFFECT ON THE BXX TOKENS AND/OR THE DEVELOPMENT OF THE BAANX.COM SOFTWARE.

ARTICLE EIGHT: LIMITATION OF LIABILITY; INDEMNIFICATION

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BUYER DISCLAIMS ANY RIGHT OR CAUSE OF ACTION AGAINST THE BAANX.COM PARTIES OF ANY KIND IN ANY JURISDICTION THAT WOULD GIVE RISE TO ANY DAMAGES WHATSOEVER, ON THE PART OF ANY BAANX.COM PARTY. EACH OF THE BAANX.COM PARTIES SHALL NOT BE LIABLE TO BUYER FOR ANY TYPE OF DAMAGES, EVEN IF AND NOTWITHSTANDING THE EXTENT A BAANX.COM PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER AGREES NOT TO SEEK ANY REFUND, COMPENSATION OR REIMBURSEMENT FROM A BAANX.COM PARTY, REGARDLESS OF THE REASON, AND REGARDLESS OF WHETHER THE REASON IS IDENTIFIED IN THIS AGREEMENT.

DAMAGES: IN NO CIRCUMSTANCES WILL THE AGGREGATE JOINT LIABILITY OF THE BAANX.COM PARTIES, WHETHER IN CONTRACT, WARRANT, TORT OR OTHER THEORY, FOR DAMAGES TO BUYER UNDER THIS AGREEMENT EXCEED THE AMOUNT RECEIVED BY COMPANY FROM BUYER.

FORCE MAJEURE: BUYER UNDERSTANDS AND AGREES THAT COMPANY SHALL NOT BE LIABLE AND DISCLAIMS ALL LIABILITY TO BUYER 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,

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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.

RELEASE: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BUYER RELEASES THE BAANX.COM 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 BUYER AND THE ACTS OR OMISSIONS OF THIRD PARTIES.

INDEMNIFICATION:
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS AND REIMBURSE THE BAANX.COM PARTIES FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DAMAGES, DEMANDS AND ACTIONS (INCLUDING WITHOUT LIMITATION FEES AND EXPENSES OF COUNSEL), INCURRED BY A BAANX.COM PARTY ARISING FROM OR RELATING TO:

BUYER'S PURCHASE OF RIGHTS TO FUTURE BXX TOKENS;

BUYER'S RESPONSIBILITIES OR OBLIGATIONS UNDER THIS TOKEN CONTRACT BUYER'S BREACH OF OR VIOLATION OF THIS TOKEN CONTRACT; ANY INACCURACY IN ANY REPRESENTATION OR WARRANTY OF BUYER;

BUYER'S VIOLATION OF ANY RIGHTS OF ANY OTHER PERSON OR ENTITY; AND/OR ANY ACT OR OMISSION OF BUYER THAT IS NEGLIGENT, UNLAWFUL OR CONSTITUTES WILFUL MISCONDUCT. COMPANY RESERVES THE RIGHT TO EXERCISE SOLE CONTROL OVER THE DEFENCE, AT BUYER'S EXPENSE, OF ANY CLAIM SUBJECT TO INDEMNIFICATION UNDER THIS SECTION. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN BUYER AND COMPANY.

DISPUTE RESOLUTION

I**NFORMAL DISPUTE RESOLUTION:** BUYER AND COMPANY SHALL COOPERATE IN GOOD FAITH TO RESOLVE ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS TOKEN CONTRACT, INCLUDING WITH RESPECT TO THE FORMATION, APPLICABILITY, BREACH, TERMINATION, VALIDITY OR ENFORCE ABILITY THEREOF (A "DISPUTE"). IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE WITHIN NINETY (90) DAYS OF NOTICE OF SUCH DISPUTE BEING RECEIVED BY ALL PARTIES, SUCH DISPUTE SHALL BE FINALLY SETTLED BY BINDING ARBITRATION AS DEFINED IN SECTION BELOW.

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BINDING ARBITRATION: ANY DISPUTE NOT RESOLVED WITHIN 90 DAYS AS SET FORTH SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION UNDER THE LONDON COURT OF INTERNATIONAL ARBITRATION (LCIA) RULES IN EFFECT AT THE TIME OF THE ARBITRATION, EXCEPT AS THEY MAY BE MODIFIED HEREIN OR BY MUTUAL AGREEMENT OF THE PARTIES. THE NUMBER OF ARBITRATORS SHALL BE ONE WHO SHALL BE SELECTED BY COMPANY. THE SEAT, OR LEGAL PLACE, OF ARBITRATION SHALL BE LONDON, ENGLAND. THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH. THE GOVERNING LAW OF THE AGREEMENT SHALL BE AS SET FORTH 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. COMPANY AND BUYER WILL EACH PAY THEIR RESPECTIVE ATTORNEYS' FEES AND EXPENSES. NOTWITHSTANDING THE FOREGOING, COMPANY RESERVES THE RIGHT, IN ITS SOLE AND EXCLUSIVE DISCRETION, TO ASSUME RESPONSIBILITY FOR ANY OR ALL OF THE COSTS OF THE ARBITRATION.

NO CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ACTIONS: ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT IS PERSONAL TO BUYER AND COMPANY 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 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.

ARTICLE 9: MISCELLANEOUS

GOVERNING LAW AND VENUE: THIS TOKEN CONTRACT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF ENGLAND WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

TRANSFER AND ASSIGNMENT: BUYER MAY NOT SALE, TRANSFER OR ASSIGN THIS TOKEN CONTRACT WITHOUT THE PRIOR WRITTEN CONSENT OF BAANX. COM. ANY ASSIGNMENT OR TRANSFER IN VIOLATION OF THIS SECTION 10.2 WILL BE VOID. COMPANY MAY ASSIGN THIS AGREEMENT TO AN AFFILIATE. SUBJECT TO THE FOREGOING, THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, WILL BE BINDING UPON AND INURE TO THE BENEFIT OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, HEIRS, EXECUTORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES.

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ENTIRE AGREEMENT. THIS INSTRUMENT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREIN AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS DISCLOSURES, DISCUSSIONS, UNDERSTANDINGS AND AGREEMENTS, WHETHER ORAL OF WRITTEN, BETWEEN THEM. THIS INSTRUMENT IS ONE OF A SERIES OF SIMILAR INSTRUMENTS ENTERED INTO BY THE COMPANY FROM TIME TO TIME. ANY PROVISION OF THIS INSTRUMENT MAY BE AMENDED, WAIVED OR MODIFIED ONLY UPON THE WRITTEN CONSENT OF THE COMPANY AND THE HOLDERS OF A MAJORITY, IN THE AGGREGATE, OF THE PURCHASE AMOUNTS PAID TO THE COMPANY WITH RESPECT TO ALL SAFTS OUTSTANDING AT THE TIME OF SUCH AMENDMENT, WAIVER OR MODIFICATION.

SEVERABILITY: IF ANY PROVISION OF THIS TOKEN CONTRACT IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, INOPERATIVE OR UNENFORCEABLE FOR ANY REASON, THE PROVISION SHALL BE MODIFIED TO MAKE IT VALID AND, TO THE EXTENT POSSIBLE, EFFECTUATE THE ORIGINAL INTENT OF THE PARTIES AS CLOSELY AS POSSIBLE IN AN ACCEPTABLE MANNER IN ORDER THAT THE TRANSACTIONS CONTEMPLATED HEREBY BE CONSUMMATED AS ORIGINALLY CONTEMPLATED TO THE FULLEST EXTENT POSSIBLE.

ELECTRONIC COMMUNICATIONS: BUYER AGREES AND ACKNOWLEDGES THAT ALL AGREEMENTS, NOTICES, DISCLOSURES AND OTHER COMMUNICATIONS THAT COMPANY PROVIDES BUYER PURSUANT TO THIS AGREEMENT OR IN CONNECTION WITH OR RELATED TO BUYER'S PURCHASE OF BXX TOKENS, INCLUDING THIS AGREEMENT, MAY BE PROVIDED BY COMPANY, IN ITS SOLE DISCRETION, TO BUYER, IN ELECTRONIC FORM.

NOT A STOCKHOLDER. THE BUYER IS NOT ENTITLED, AS A HOLDER OF THIS INSTRUMENT, 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 THE BUYER, AS SUCH, 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.

NO WAIVERS: THE FAILURE BY COMPANY TO EXERCISE OR ENFORCE ANY RIGHT OR PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A PRESENT OR FUTURE WAIVER OF SUCH RIGHT OR PROVISION NOR LIMIT COMPANY'S RIGHT TO ENFORCE SUCH RIGHT OR PROVISION AT A LATER TIME. ALL WAIVERS BY COMPANY MUST BE UNEQUIVOCAL AND IN WRITING TO BE EFFECTIVE.

NO PARTNERSHIP; NO AGENCY; NO THIRD-PARTY BENEFICIARIES: NOTHING IN THIS AGREEMENT AND NO ACTION TAKEN BY THE PARTIES SHALL CONSTITUTE, OR BE DEEMED TO CONSTITUTE, A PARTNERSHIP, ASSOCIATION, JOINT VENTURE OR OTHER CO-OPERATIVE ENTITY BETWEEN THE PARTIES. NOTHING IN THIS AGREEMENT AND NO ACTION TAKEN BY THE PARTIES PURSUANT TO THIS AGREEMENT SHALL CONSTITUTE, OR BE DEEMED TO CONSTITUTE, EITHER PARTY THE AGENT OF THE

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OTHER PARTY FOR ANY PURPOSE. NO PARTY HAS, PURSUANT TO THIS AGREEMENT, ANY AUTHORITY OR POWER TO BIND OR TO CONTRACT IN THE NAME OF THE OTHER PARTY. THIS AGREEMENT DOES NOT CREATE ANY THIRD- PARTY BENEFICIARY RIGHTS IN ANY PERSON.

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