

# Legal Terms and Conditions - Decibels ICO

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The following **Terms and Conditions** ("Terms") govern your ("you" or the "Purchaser") purchase of cryptographic tokens ("DCBL") from Decibels, an exempted company registered in the United States (the "Company"). Each of you and the Company is a "Party" and, together, the "Parties" to these Terms. This document is not a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. This document describes the DCBL token sale.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE DCBL FROM THE COMPANY. BY PURCHASING DCBL FROM THE COMPANY, YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS, PLEASE CONTACT THE COMPANY AT [info@decibels.io](mailto:info@decibels.io). By purchasing DCBL, and to the extent permitted by law, you are agreeing not to hold any of the 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 "Decibels Team") liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of DCBL, including losses associated with the terms set forth below.

DO NOT PURCHASE DCBL IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. PRIOR TO PURCHASING DCBL, YOU SHOULD CAREFULLY CONSIDER THE TERMS LISTED BELOW AND, TO THE EXTENT NECESSARY, CONSULT AN APPROPRIATE LAWYER, ACCOUNTANT, OR TAX PROFESSIONAL. IF ANY OF THE FOLLOWING TERMS ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT PURCHASE DCBL.

PURCHASES OF DCBL SHOULD BE UNDERTAKEN ONLY BY INDIVIDUALS, ENTITIES, OR COMPANIES THAT HAVE SIGNIFICANT EXPERIENCE WITH, AND UNDERSTANDING OF, THE USAGE AND INTRICACIES OF CRYPTOGRAPHIC TOKENS, INCLUDING ETHEREUM TOKENS, AND BLOCKCHAIN BASED SOFTWARE SYSTEMS. PURCHASERS SHOULD HAVE A FUNCTIONAL UNDERSTANDING OF STORAGE AND TRANSMISSION MECHANISMS ASSOCIATED WITH OTHER CRYPTOGRAPHIC TOKENS. WHILE THE COMPANY WILL BE AVAILABLE TO ASSIST PURCHASERS OF DCBL DURING THE SALE, THE COMPANY WILL NOT BE RESPONSIBLE IN ANY WAY FOR LOSS OF BTC, ETH OR DCBL RESULTING FROM ACTIONS TAKEN BY, OR OMITTED BY PURCHASERS. IF YOU DO NOT HAVE SUCH

EXPERIENCE OR EXPERTISE, THEN YOU SHOULD NOT PURCHASE DCBL OR PARTICIPATE IN THE SALE OF DCBL. YOUR PARTICIPATION IN DCBL SALE IS DEEMED TO BE YOUR UNDERTAKING THAT YOU SATISFY THE REQUIREMENTS MENTIONED IN THIS PARAGRAPH.

PURCHASER AGREES TO BUY, AND COMPANY AGREES TO SELL, THE DCBL TOKENS IN ACCORDANCE WITH THE FOLLOWING TERMS:

## **1. Conditions to DCBL token sale**

YOU MAY NOT MAKE A ACQUIRE A DCBL TOKEN IF YOU ARE A CITIZEN, RESIDENT (TAX OR OTHERWISE) OR GREEN CARD HOLDER OF THE UNITED STATES OF AMERICA, CANADA, OR A CITIZEN OR RESIDENT OF THE REPUBLIC OF SOUTH AFRICA, OR THE United States.

When you purchase, or otherwise receive, a DCBL token, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are acquiring the DCBL tokens:

- neither the Company nor any of the Decibels Team has provided you with any advice regarding whether DCBL is a suitable investment for you;
- you have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens, such as Bitcoin and Ether, as well as blockchain-based software systems generally;
- you are legally permitted to receive and hold and make use of DCBL in your and any other relevant jurisdiction;
- you will supply us with all information, documentation or copy documentation that we require in order to allow us to accept your purchase of DCBL and allocate DCBL to you;
- you have not supplied us with information relating to your acquisition of DCBL or otherwise which is inaccurate or misleading;
- you will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- you will notify us promptly of any change to the information supplied by you to us;
- you are of a sufficient age (if an individual) to legally obtain DCBL, and you are not aware of any other legal reason to prevent you from obtaining DCBL;
- you take sole responsibility for any restrictions and risks associated with receiving and holding DCBL, including but not limited to these set out in Annex A;
- by acquiring DCBL, you are not making a regulated investment, as this term may be interpreted by the regulator in your jurisdiction;
- you are not obtaining or using DCBL for any illegal purpose, and will not use DCBL for any illegal purpose;
- you waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the sale of DCBL;

- your acquisition of DCBL not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;
- to the extent permitted by law and provided we act in good faith, the Company makes no warranty whatsoever, either expressed or implied, regarding the future success of DCBL and/or the Ethereum Network;
- you accept that DCBL is created and you obtain DCBL on an “as is” and “under development” basis. Therefore, provided the Company acts in good faith, you accept that the Company is providing DCBL without being able to provide any warranties in relation to DCBL, including, but not limited to, title, merchantability or fitness for a particular purpose;
- you accept that you bear sole responsibility for determining if (i) the acquisition, the allocation, use or ownership of DCBL (ii) the potential appreciation or depreciation in the value of DCBL over time, if any, (iii) the sale and purchase of DCBL; and/or (iv) any other action or transaction related to DCBL has tax implications.

## 2. Overview of DCBL sale

DCBL is required for proper operation and comprehensive utilization of Decibels (as defined in the white paper (the “White Paper”) provided at <https://crypto20.com> (the “Website”) as of the date the Purchaser acquires DCBL token). After the DCBL sale, each DCBL is backed by the purchase of the underlying assets, as described in the White Paper. To the extent they do not contradict these Terms, the rights connected to DCBL are subject to the limitations set out in the White Paper, but this should in no case create obligations for the Company in addition to the ones contained in these Terms. The Company reserves the right to circumvent the algorithm used to select the underlying assets if it believes, in its sole discretion, that such selected underlying assets could adversely affect the Company or DCBL from a regulatory or legal perspective. The Company shall have the right to sell any such underlying assets (if already part of DCBL portfolio) and block their acquisition.

The maximum total amount of DCBLs to be issued is 86,206,896 (roughly equivalent to US\$75,000,000). DCBLs are generated as Purchasers buy them and the total supply of DCBLs will be fixed after the end of the DCBL sale. No more DCBLs will be issued after the end of the DCBL sale, as described in the preceding paragraph. Ownership of DCBL during the DCBL token sale carries no rights express or implied. Purchases of DCBL are non-refundable.

The anticipated distribution of the DCBL tokens is as follows:

- 7.5% Decibels Team (as defined below);
- 0.5% DCBL tokens sale advisory team;
- 2.5% marketing and investor relations;
- 1.0% legal advisors;
- 1.0% security developers - systems and smart contract;
- 0.5% bounty program; and
- 87% ICO Participants;

### **3. DCBL Price**

Purchasers in the C20 token sale will be allocated their DCBL tokens in exchange for ETH at the following rate:

- the first 10,000,000 DCBL tokens: US\$ 0.50 per DCBL token;
- the next 7,000,000 DCBL tokens: US\$ 1.00 per DCBL token;
- the last 3,000,000 DCBL tokens: US\$ 2.00 per DCBL token;

The US Dollars to ETH exchange rate is used to dynamically set the ETH to DCBL rate. As a result, for the duration of the DCBL sale, the price to purchase a DCBL will be set as an amount in ETH.

Purchaser must have an Ethereum wallet that supports the ERC-20 token standard in order to receive any DCBL purchased from the Company.

### **4. Timing of DCBL Token Sale**

The DCBL sale will run for 62 calendar days and will end on the 10th of May 2018 or when the DCBL sale cap is reached. The Company reserves the right to change the sale dates or extend the sale duration for any reason, including the unavailability of the Website or other unforeseen security or procedural issues.

The general public will be able to see the total number of DCBL tokens currently sold, as well as the distribution of all DCBL tokens between the participating Ethereum accounts. In the spirit of openness, the Company will constantly update on the Website the number of tokens sold as well as the share of DCBL tokens allocated to the shareholders of Company. Furthermore, the Ethereum accounts used to store ETH during the DCBL sale duration will publically available and their balances will also be made available on the Website.

### **5. After the DCBL Token Sale**

The Purchasers should have no expectation of influence over governance of the Company.

Upon the conclusion of a successful DCBL sale, the digital assets backing each DCBL token will be transparently purchased.

The Company will provide you with an official and regular audit conducted on the existence of the digital assets backing each DCBL token. Through this audit, you can track and confirm that the digital assets backing your DCBL have been received and acquired. Access to the audit results does not constitute a DCBL purchase receipt or indicate in any way that the party possessing such access has rights to or ownership of the purchased DCBL tokens.

Prior to a Purchaser selling DCBL after the DCBL token sale completion, such Purchaser shall ensure that the buyer of any such DCBL undertakes to comply with all the provisions of these Terms as if such person were a Purchaser in the DCBL token sale.

## **6. The Company Will Not Purchase DCBL During the DCBL Sale**

The Company warrants that neither it nor its shareholders will purchase DCBL during the DCBL sale. Furthermore, the Company warrants that neither it nor its shareholders will purchase DCBL from any third party during the period of the DCBL sale.

## **7. All purchases of DCBL are final**

ALL PURCHASES OF DCBL ARE FINAL. PURCHASES OF DCBL ARE NON-REFUNDABLE. BY PURCHASING DCBL, THE PURCHASER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, DIRECTORS OR SHAREHOLDERS ARE REQUIRED TO PROVIDE A REFUND FOR ANY REASON.

IF THE COMPANY BELIEVES, IN ITS SOLE DISCRETION, THAT ANY INDIVIDUALS OR ENTITIES OWNING DCBL CREATES MATERIAL REGULATORY OR OTHER LEGAL RISKS OR ADVERSE EFFECTS FOR THE COMPANY AND/OR DCBL, THE COMPANY RESERVES THE RIGHT TO: (A) BUY ALL DCBL FROM SUCH DCBL OWNERS AT THE THEN-EXISTING MARKET PRICE AND/OR (B) SELL ALL CRYPTOCURRENCY ASSETS OF THE COMPANY.

## **8. Taxation of DCBL and Taxation Related to the ICO**

The Purchaser bears the sole responsibility to determine if the purchase of DCBL with BTC, LTC, ETH or the potential appreciation or depreciation in the value of DCBL over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing DCBL, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of DCBL.

## **9. Privacy**

The Purchasers may be contacted by email by the Company. Such emails will be informational only. The Company will not request any information from Purchasers in an email. See our Privacy Policy available on the Website for additional information

## **10. Force Majeure**

The Decibels Team is not liable for failure to perform solely caused by:

- unavoidable casualty,
- delays in delivery of materials,
- embargoes,
- government orders,
- acts of civil or military authorities,
- acts by common carriers,

- emergency conditions (including weather conditions),
- security issues arising from the technology used,

or any similar unforeseen event that renders performance commercially implausible. If an event of force majeure occurs, the party injured by the other's inability to perform may elect to suspend the Terms, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of force majeure on the injured party.

## **11. Disclaimer of Warranties**

THE PURCHASER EXPRESSLY AGREES THAT THE PURCHASER IS PURCHASING DCBL AT THE PURCHASER'S SOLE RISK AND THAT DCBL IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NONE OF THE Decibels TEAM WARRANTS THAT THE PROCESS FOR PURCHASING DCBL WILL BE UNINTERRUPTED OR ERROR-FREE.

## **12. Limitations Waiver of Liability**

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO (i) USE OF, OR INABILITY TO USE, DCBL OR (ii) THE Decibels TEAM UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT NONE OF THE Decibels TEAM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, OR PURCHASE OF, OR INABILITY TO PURCHASE, DCBL, OR ARISING OUT OF ANY INTERACTION WITH THE SMART CONTRACT IMPLEMENTED IN RELATION TO DCBL. THE PURCHASER FURTHER SPECIFICALLY ACKNOWLEDGES THAT THE Decibels TEAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER PURCHASERS OF DCBL, AND THAT THE RISK OF PURCHASING AND USING DCBL RESTS ENTIRELY WITH THE PURCHASER. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL ANY OF THE Decibels TEAM BE LIABLE TO ANY PURCHASER FOR MORE THAN THE AMOUNT THE PURCHASER HAVE PAID TO THE COMPANY FOR THE PURCHASE OF DCBL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE

ABOVE LIMITATIONS IN THIS SECTION AND ELSEWHERE IN THE TERMS MAY NOT APPLY TO A PURCHASER. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY PURCHASER OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF THE Decibels TEAM.

### **13. Complete Agreement**

These Terms set forth the entire understanding between the Purchaser and the Company with respect to the purchase and sale of DCBL. For facts relating to the sale and purchase, the Purchaser agrees to rely only on the Terms in determining purchase decisions and understands that the Terms govern the sale of DCBL and supersede any public statements about the DCBL token sale made by third parties or by the Decibels Team or individuals associated with any of the Decibels Team, past and present and during the DCBL token sale.

### **14. Severability**

The Purchaser and the Company agree that if any portion of these Terms is found illegal or unenforceable, in whole or in part, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

### **15. No Waiver**

The failure of the Company to require or enforce strict performance by the Purchaser of any provision of these Terms or the Company's failure to exercise any right under these Terms shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by the Company of any provision, condition, or requirement of these Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers, or other acts or omissions by the Decibels Team shall be deemed a modification of these Terms nor be legally binding.

### **16. Updates to the Terms**

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time during the sale by posting the amended Terms on the Website. Any Purchaser will be deemed to have accepted such changes by purchasing DCBL. The Terms may not be otherwise amended except by express consent of both the Purchaser and the Company.

### **17. Cooperation with Legal Authorities**

The Company will cooperate with all law enforcement enquiries, subpoenas, or requests provided they are fully supported and documented by the law in the relevant jurisdictions.

## **18. Indemnification**

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless the Decibels Team from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your purchase or use of DCBL; (ii) your responsibilities or obligations under these Terms; (iii) your violation of these Terms; or (iv) your violation of any rights of any other person or entity.

The Company reserves the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification under this Section 18. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

## **19. Security**

You are responsible for implementing reasonable measures for securing the wallet, vault or other storage mechanism you use to receive and hold DCBL purchased from the Company, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s). If your private key(s) or other access credentials are lost, you may lose access to your Tokens. The Company is not responsible for any losses, costs or expenses relating to lost access credentials.

## **20. Language**

Currently, only English versions of any Decibels's communications is considered official. The English version shall prevail in case of differences in translation.

## **21. Governing Law**

The Terms, the arbitration clause contained in them, and all non-contractual obligations arising in any way whatsoever out of or in connection with these Terms are governed by, construed, and take effect in accordance with English law.

## **22. Arbitration**

Any dispute or difference arising out of or in connection with these Terms or the legal relationships established by these Terms, including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and finally resolved by arbitration under the LCIA Rules which will be deemed to be incorporated by reference into this clause, save for any waiver of any rights the parties would otherwise have to any form of appeal or recourse to a court of law or other judicial authority, which rights are expressly reserved. The number of arbitrators shall be three. The seat of the arbitration shall be London. The language of the arbitration shall be English.



A dispute arising out of or related to these Terms is personal to you 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.

## **ANNEX A**

### **DCBL Risks**

By purchasing, owning, and using DCBL, you expressly acknowledge and assume the following risks:

#### **1. Risk of Losing Access to DCBL Due to Loss of Private Key(s), Custodial Error or Purchaser Error**

A private key, or a combination of private keys, is necessary to control and dispose of DCBL stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing DCBL will result in loss of such DCBL. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your DCBL. Any errors or malfunctions caused by or otherwise related to the digital wallet or vault you choose to receive and store DCBL in, including your own failure to properly maintain or use such digital wallet or vault, may also result in the loss of your DCBL. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving Tokens, including, for instance, if you provide the wrong address for the receiving DCBL, or provides an address that is not ERC-20 compatible, may result in the loss of your Tokens.

#### **2. Risks Associated with the Ethereum Protocol**

Because DCBL and the Decibels platform are based on the Ethereum protocol, any malfunction, breakdown or abandonment of the Ethereum protocol may have a material adverse effect on the platform or DCBL. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the DCBL and the platform, including the utility of the DCBL for obtaining services, by rendering ineffective the cryptographic consensus mechanism that underpins the Ethereum protocol.

#### **3. Risk of Mining Attacks**

As with other decentralized cryptographic tokens based on the Ethereum protocol, DCBL are susceptible to attacks by miners in the course of validating DCBL transactions on the Ethereum blockchain, including, but not limited to, double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and DCBL, including, but not limited to, accurate execution and recording of transactions involving DCBL.

#### **4. Risk of Hacking and Security Weaknesses**

Hackers or other malicious groups or organizations may attempt to interfere with the platform or DCBL in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Company team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and DCBL, including the utility of DCBL for obtaining services.

#### **5. Risks Associated with Markets for DCBL**

If secondary trading of Tokens is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to DCBL (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

#### **6. Risk of Uninsured Losses**

Unlike bank accounts or accounts at some other financial institutions, DCBL are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer or private insurance arranged by Company, to offer recourse to you.

#### **7. Risks Associated with Uncertain Regulations and Enforcement Actions**

The regulatory status of DCBL and distributed ledger technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Decibels platform and DCBL. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the platform and DCBL. Regulatory actions could negatively impact the platform and DCBL in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of DCBL constitutes unlawful activity or that DCBL are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. The Company may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.

#### **8. Risks Arising from Taxation**

The tax characterization of DCBL is uncertain. You must seek your own tax advice in connection with purchasing DCBL, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

## 9. Risk of Competing platforms

It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to the Decibels services.

## 10. Risks Arising from Lack of Governance Rights

Because DCBL confer no governance rights of any kind with respect to the Decibels platform or the Company, all decisions involving the Company's products or services within the platform or the Company itself will be made by the Company at its sole discretion. These decisions could adversely affect the platform and the utility of any DCBL you own, including their utility for obtaining services.

## 11. Unanticipated Risks

Cryptographic tokens such as DCBL are a new and untested technology. In addition to the risks included in this Annex A of these Terms, there are other risks associated with your purchase, possession and use of DCBL, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in this Annex A of these Terms.

## Further Information

For further information regarding the DCBL sale, please contact [info@decibels.io](mailto:info@decibels.io)

Decibels, an exempted company registered under the laws of the United States ("We") are committed to protecting and respecting your privacy.

This policy (together with our terms of use available at <https://Decibels.com/en/> ("Website") and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting the Website you are accepting and consenting to the practices described in this policy.

## INFORMATION WE COLLECT FROM YOU

We will collect and process the following data about you:

- **Information you give us.** This is information about you that you give us by filling in forms on the Website (<https://Decibels.com>) or by corresponding with us by phone, e-mail or otherwise. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph
- **Information we collect about you.** With regard to each of your visits to our site we will automatically collect the following information:
  - technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version,

time zone setting, browser plug-in types and versions, operating system and platform;

- information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.
- **Information we receive from other sources.** We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) who may provide us information about you.

## COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

## USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- **Information you give to us.** We will use this information:
  - to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;
  - to comply with applicable laws and legislation;
  - to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
  - to notify you about changes to our service;
  - to ensure that content from our site is presented in the most effective manner for you and for your computer.
- **Information we collect about you.** We will use this information:
  - to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - to comply with applicable laws and legislation;
  - to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
  - to allow you to participate in interactive features of our service, when you choose to do so;
  - as part of our efforts to keep our site safe and secure;
  - to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;

- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.
- **Information we receive from other sources.** We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

## **DISCLOSURE OF YOUR INFORMATION**

You agree that we have the right to share your personal information with:

- Any member of our group, which means 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 (“Crypto 20 Team”).
- Selected third parties including business partners, suppliers, and sub-contractors for the performance of any contract we enter into with them or you;

We will disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- If Crypto 20 or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use of the Website and other agreements; or to protect the rights, property, or safety of Crypto 20 or Crypto 20 Team, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Unfortunately, the transmission of information via the internet is not completely secure.

Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## **YOUR RIGHTS**

You have the right to ask us not to process your personal data for marketing purposes. You can also exercise the right at any time by contacting us at [info@Decibels.com](mailto:info@Decibels.com).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

## **CHANGES TO OUR PRIVACY POLICY**

Any changes we make to our privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy.

## CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@decibels.io](mailto:info@decibels.io)

### 1. Confidentiality

1. I will keep confidential and will not disclose to third parties (other than my tax or other financial advisors under like conditions of confidentiality) any and all information regarding Decibels, an exempted company, registered under the laws of United States, (“Decibels”) or Decibels Developments LLC (“Smart Contract Supporter”) provided, however, that this confidential treatment shall not apply to the tax treatment and tax structure of an acquisition of DCBL tokens and all materials of any kind (including opinions or other tax analyses) that are provided to me relating to such tax treatment and tax structure.

### 2. Authorization and Indemnification

1. I hereby authorize and instruct each of Decibels and Smart Contract Supporter to accept and execute any instructions given in relation to any DCBL acquired for by me. I agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon such instructions and they may each rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.
2. I indemnify and hold harmless each of Decibels, Smart Contract Supporter against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon instructions given in relation to any DCBL token purchased by me.
3. I indemnify and hold harmless Decibels and the Smart Contract Supporter and their respective directors, members, partners, shareholders, officers, employees, agents, and affiliates (collectively, the **Indemnified Parties**) from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) that may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or Application set forth in this Application or in any other document I deliver to Decibels and the Smart Contract Supporter, or from my assertion of my proper authorization to act.
4. I indemnify and hold harmless Decibels and the Smart Contract Supporter and each of its agents and delegates and each of their respective principals, members, managers, officers, directors, stockholders, employees, and agents (each a FATCA Indemnified Party) and hold them harmless from and against any withholding and any FATCA (or other withholding or information reporting) related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which a FATCA Indemnified Party may suffer or incur as a result of any action or inaction on my part (or on the part of

any person related to me). This indemnification shall survive my death or the disposition of my DCBL token(s).

5. I indemnify and hold harmless the Decibels and the Smart Contract Supporter against any loss arising as a result of a delay or failure to process this application or a redemption request if I have failed to provide such evidence as is required by such parties to satisfy applicable anti-money laundering rules.
6. I understand, acknowledge and agree that:
  1. any Indemnified Party, FATCA Indemnified Party or other identifiable person who is not a party to this Application may enforce any rights granted to it pursuant to this Application in its own right as if it was a party to this Application. Except as expressly provided in the foregoing sentence, a person who is not a party to this Application shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) to enforce any term of this Application. Notwithstanding any term of this Application, the consent of or notice to any person who is not a party to this Application shall not be required for any termination, rescission or Application to any variation, waiver, assignment, novation, release or settlement under this Application at any time;
  2. Decibels and the Smart Contract Supporter may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine, howsoever given; and
  3. Decibels and the Smart Contract Supporter will protect and indemnify its agents, delegates, service providers, officers, directors and other representatives against liability.

**3. Acknowledgments**I understand, acknowledge and agree as follows:

1. Interpretation
2. Terms not defined herein will be as defined in the White Paper and Terms and Conditions (collectively, the Token Sale Terms) located at <https://crypto20.com> (the Website).
3. References to Token Sale Terms and the Articles are to those documents as they may be amended from time to time.
4. White Paper and/or Terms and Conditions
5. I have received and reviewed: (i) the Token Sale Terms and have taken appropriate legal and tax advice with respect to the same.
6. I understand that DCBL tokens do not represent nor do they entitle the holder, in any way whatever, to a:
  1. Depository Account;
  2. Custodial Account;
  3. Cash Value Insurance Contract;
  4. Annuity Contract; or
  5. Equity and/or Debt Interest in Decibels;

6. as such terms are defined in the Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015, BTLG1-8265751-5.
7. Terms of Tokens
8. DCBL tokens are held subject to the terms and conditions of the Token Sale Terms and this Application (this **Application**).
9. No certificate will be issued to in relation to my DCBL tokens and my personal DCBL token holding will not be reflected, recognized or recorded in any account or ledger maintained by Decibels.
10. Acquisition and Reversion
11. I understand that Acquisitions and Reversions will be processed by Decibels as per its Token Sale Terms. For the purposes of this Application, a "Reversion" means a transaction directly between Decibels and you whereby DCBL token registered on your public key revert back to a public key owned or controlled by Decibels or its affiliates in accordance with the Terms and Conditions.
12. I understand that, prior to any purchase of DCBL tokens, I must pay cash or Digital Currency (Contributed Amount) to Decibels in accordance with the Token Sale Terms to the cryptocurrency address indicated by Decibels.
13. Upon acceptance of my request to buy DCBL tokens, the Contributed Amount will be converted for DCBL tokens in accordance with the Token Sale Terms.
14. Any Reversion proceeds realized and due to me following a Reversion of DCBL tokens held by me at the point of Reversion (**Reversion Proceeds**) in accordance with Token Sale Terms shall be paid to me as soon as practicable in the manner set forth in the Token Sale Terms. Contributed Amount or Reversion Proceeds shall be transferred and/or reflected on the same Digital Currency address from which the Contributed Amount was originally remitted unless such account or Digital Currency address has been changed and notified to Decibels and all relevant anti-money laundering and other verification procedures have been complied with prior to withdrawal. No Contributed Amount or Reversion Proceeds shall be paid to any Third Party account in respect of DCBL tokens held by me and reverted.
15. I acknowledge and understand that, for so long as any Reversion Proceeds are held as assets of Decibels, I shall accept the risk that a creditor of Decibels may seek to and may be successful in securing discharge of a liability of Decibels out of Decibels assets, thereby materially adversely affecting the value of my Contributed Amount and/or Reversion Proceeds and potentially reducing one or both to zero. Furthermore, I acknowledge that any interest accruing with respect to such Contributed Amount and/or Reversion Proceeds held in this manner shall be for the benefit of Decibels only.
16. Anti-Money Laundering
17. Decibels (and/or its delegate) may request such evidence as is necessary to verify the identity and source of funds of a prospective token purchaser and to confirm the AML status of any redeeming DCBL token holder. Decibels shall not accept



or repay any Contributed Amount and/or application for DCBL tokens and shall not pay any Reversion Proceeds until all information required for verification purposes has been provided.

18. If, as a result of any information or other matter which comes to his attention, any person resident in the United States knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to: (i) the Financial Reporting Authority of the United States, pursuant to the Proceeds of Crime Law (Revised) of the United States if the disclosure relates to criminal conduct or money laundering; or (ii) a police constable not below the rank of inspector, or the Financial Reporting Authority, pursuant to the Terrorism Law (Revised) of the United States, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.
19. Decibels prohibits acceptance of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control [1] ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign political [2] figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless the Decibels, after being specifically notified in writing that the Purchaser is such a person, conducts further due diligence, and determines that such acquisition shall be permitted; or (iv) for a foreign shell bank [3] (such persons or entities in (i) – (iv) are collectively referred to as "Prohibited Persons").
20. Tax Information Exchange Obligations
21. I acknowledge that Decibels may be subject to certain obligations (the **Tax Information Exchange Obligations**) to gather and disclose to the competent authorities information relating to purchasers of DCBL token under: (i) the United States Foreign Account Tax Compliance Act provisions enacted under the United States Hiring Incentives to Restore Employment Act and any guidance, or regulations relating thereto (**FATCA**); (ii) any other legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting, tax information exchange, reporting and/or withholding tax regimes (including the OECD Common Reporting Standard on the automatic exchange of financial account information); (iii) any intergovernmental Application between the United States (or any United States government body) and the U.S., the U.K. or any other jurisdiction (including any government bodies in any other such jurisdiction), entered into, in order to comply with, facilitate, supplement or

implement the legislation, regulations or guidance described in (i) and (ii), including the OECD Multilateral Competent Authority Application; and (iv) any legislation, regulations or guidance in the United States that give effect to the foregoing.

22. I shall execute properly and provide to Decibels in a timely manner any documentation or other information that Decibels or its agents may request in writing from time to time in connection with the Tax Information Obligations. I waive any provision under the laws and regulations of any jurisdiction that would, absent a waiver, prevent or inhibit Decibels's compliance with applicable law as described in this paragraph, including but not limited to by preventing either (i) the Purchaser from providing any requested information or documentation, or (ii) the disclosure by Decibels and its agents of the provided information or documentation to applicable regulatory authorities.
23. Without limitation, I shall provide any documentation or other information regarding myself and my beneficial owners requested by Decibels or its agents in connection with the Tax Information Exchange Obligations.
24. If I provide information and/or documentation that is in anyway misleading, or I fail to provide Decibels or its agents or delegates with the information and documentation that has been requested, (whether or not such action or inaction leads to compliance failures by Decibels, or a risk of Decibels or its token holders being subject to withholding tax or other penalties), Decibels reserves the right:
  1. to take any action and/or pursue all remedies at Decibels's disposal including, without limitation, compulsory Reversion of my DCBL tokens in full or in part; and
  2. to hold back from any Reversion proceeds in respect of the Tokens so reverted, any liabilities, costs, expenses or taxes arising (directly or indirectly) from such action or inaction.
  3. Further, I shall have no claim against Decibels or Smart Contract Supporter, or either of their agents or delegates, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of Decibels or Smart Contract Supporter in order to comply with the Tax Information Exchange Obligations.
25. Electronic Delivery of Reports and Other Communications.
26. I accept that such electronic communications are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with or without the knowledge of the sender or the intended recipient. Decibels and Smart Contract Supporter make no warranties in relation to these matters. Each of Decibels and Smart Contract Supporter reserve the right to intercept, monitor, and retain e-mail messages to and from their systems as permitted by applicable law. If I have any doubts about the authenticity of an electronic communication purportedly sent by Decibels or Smart Contract Supporter I am required to contact the purported sender immediately. Decibels's acceptance of my DCBL token purchase is not

conditioned on my giving consent to electronic delivery of Decibels related information. If I do not have reliable access to the internet or e-mail, I shall not acquire Tokens. I shall not be entitled to receive any information from Decibels in paper format.

4.

**5. Representations and Warranties**In consideration of the Decibels's acceptance of my offer to purchase DCBL tokens and recognizing its reliance thereon, I agree, represent, and warrant to Decibels that:

1. I am fully in compliance with the Token Sale Terms.
2. I am acquiring the DCBL tokens solely for my own account and not as nominee or custodian for another person or entity.
3. I am not:
  1. a "U.S. Person" [4]
  2. a member of the public in the United States or a resident or citizen of the Republic of South Africa
  3. acquiring DCBL tokens as nominee or custodian for another person or entity [5]
  4. executing this Application within the United States; or
  5. acting on behalf of a trust which has any beneficiaries or trustees that are U.S. Persons

6. 4.4 I did not acquire and will not transfer any DCBL tokens within the United States of America, its territories or possessions (hereinafter collectively referred to as the "United States").

4.5 I did not engage (except as specifically authorized by the Decibels) and will not engage in any activity relating to the sale of DCBL tokens in the United States;

4.6 I will not transfer directly or indirectly any of my DCBL tokens or any interest therein (including without limitation any right to receive dividends or other distributions) without the consent of the directors of the Decibels and further, I shall not transfer directly or indirectly any of my DCBL tokens or any interest therein (including without limitation any right to receive dividends or other distributions) to a U.S. Person or to any other person or entity unless the proposed transferee has made the same representations and warranties as set out herein.

4.7 I did not acquire and will not transfer any DCBL tokens within [the Republic South Africa, its territories or possessions (hereinafter collectively referred to as the "Restricted Territory").

4.8 I did not engage (except as specifically authorized by the Decibels) and will not engage in any activity relating to the sale of the DCBL tokens in the Restricted Territory; No solicitation

4.9 I am not aware of and am in no way relying on, and did not become aware of the sale of DCBL tokens through or as a result of, from or in any of the United States, United States or Republic of South Africa: any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the internet, in connection with the offering and sale of DCBL tokens and I am not purchasing DCBL tokens and did not become aware of the

offering of DCBL tokens through or as a result of, in any of the United States, United States or Republic of South Africa, any seminar or meeting to which I was invited by, or any solicitation of a subscription by, a person not previously known to me in connection with investments in securities generally. Capacity and experience

4.10 I am responsible for the decision to acquire DCBL tokens and I have legal competence and capacity to execute this Application.

4.11 I have the knowledge, expertise, and experience in financial matters to evaluate the risks of acquiring DCBL token, I am aware of the risks inherent in acquiring and the method by which the assets of the Decibels are held and/or traded and I can bear the risk of loss of my entire token acquisition.

4.12 I am qualified and authorized to make such acquisition decision and, to the extent deemed necessary, I have consulted my own advisors and legal counsel regarding acquisition of DCBL tokens. In making the decision to acquire DCBL tokens, I have not relied on any advice or recommendation from the Decibels, Smart Contract Supporter nor any placement agent associated with the Decibels, or any of their affiliates.

4.13 To the extent that I am acting on behalf of an entity, I have the full power and authority under such entity's governing instruments to do so and that entity has the full power and authority under its governing instruments to acquire DCBL tokens. Binding Application and extent of representations and warranties

4.14 This Application constitutes a valid and binding Application and is enforceable against me in accordance with its terms.

4.15 I have read and understand the Decibels's privacy policy.

4.16 (i) I am not, nor is any person or entity controlling, controlled by or under common control with me, a Prohibited Person, (ii) the funds paid for DCBL tokens on my own behalf of any of my beneficial owner(s), were not and are not derived from activities that may contravene any U.S. or international laws and regulations, including anti-money laundering laws and regulations and (iii) to the extent I have any beneficial owners, (A) I have carried out thorough due diligence to establish the identities of such beneficial owners, (B) based on such due diligence, the I reasonably believe that no such beneficial owners are Prohibited Persons, (C) I hold the evidence of such identities and status and will maintain all such evidence for at least five years from the date of my complete redemption from Decibels, and (D) I will make available such information and any additional information that Decibels may require upon request in accordance with applicable regulations. If any of the representations, warranties or covenants in this section cease to be true or if Decibels no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, Decibels may, in accordance with applicable regulations, be obligated to freeze my token rights, either by prohibiting additional acquisition, declining or suspending any redemption requests, or my DCBL may immediately be involuntarily redeemed by Decibels, and Decibels may also be required to report such action and to disclose my identity to OFAC or other authority. In the event that Decibels is required to take any of the foregoing actions, I understand and agree that it shall have no claim against Decibels and its respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned

actions.

4.17 Having reviewed the Token Sale Terms, I hereby agree with Decibels, subject to Decibels's provisional acceptance, to acquire for as many of the DCBL tokens as the Contributed Amount shall purchase.

[1] The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>. [2] Senior foreign political figure means a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure. [3] Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank. [4] See Exhibit A attached hereto for the definition of a "U.S. Person". [5] See Exhibit A attached hereto for the definition of a "U.S. Person". [6] Beneficial owners will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Purchaser in an agent, representative, intermediary, nominee or similar capacity. If the beneficial owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If the Purchaser is a publicly-traded company, it need not conduct due diligence as to its beneficial owners.

#### EXHIBIT A

#### DEFINITION OF U.S. PERSON

Rule 902 of the U.S. Securities Act of 1933

(1) "U.S. Person" means:

1. any natural person resident in the United States;
2. any partnership or corporation organized or incorporated under the laws of the United States;

3. any estate of which any executor or administrator is a U.S. Person;
4. any trust of which any trustee is a U.S. Person;
5. any agency or branch of a non-U.S. entity located in the United States;
6. any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
7. any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or
8. any partnership or corporation if:
  1. organized or incorporated under the laws of any non-U.S. jurisdiction; and
  2. formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts.

(2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "U.S. Person". (3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person shall not be deemed a U.S. Person if:

1. an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and
2. the estate is governed by non-U.S. law.

(4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a U.S. Person shall not be deemed a U.S. Person if a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person. (5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. Person. (6) Notwithstanding (1) above, any agency or branch of a U.S. Person located outside the United States shall not be deemed a "U.S. Person" if:

1. the agency or branch operates for valid business reasons; and
2. the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed "U.S. Persons."