



NATIF

New Advanced Technologies International Fund — NATIF

Token sale terms

Token sale terms

(This document should be read in conjunction with the WhitePaper)

These terms and conditions ("Terms") describe information applicable to the use of the natif.io website ("Website") and its pre-ICO and ICO ("ICO"), which is owned and operated by NATIF team ("NATIF" and/or "Service"). By using the Website natif.io or its related services, including Token sale process (ICO) (jointly "Site"), you expressly agree to be bound the Terms.

By accepting this agreement ("Agreement"), you acknowledge that you have read and understand this Agreement, having an opportunity to seek independent legal advice prior to agreeing to it. You also warrant that (i) you are at least 18

years of age, (ii) have full capacity to contract under applicable law, (iii) are only transacting on natif.io with legally-obtained funds that belong to you, (iv) are not furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through your relationship with NATIF or through your use of natif.io, (v) that you are comporting with and obeying all applicable laws.

At any point, if you do not agree to any portion of the current Terms, you should not proceed to use the Website or participate in the Token sale.

NATIF has the right to review and amend the current agreement at any time without notice.

To participate in the NATIF token sale, you are required to submit the following information:

1. Evidence of accreditation status (for US Citizens only);
2. Identity details to pass
 - a. KYC/AML (Know Your Customer/Anti-Money Laundering) checks – for US Citizens; and
 - b. AML/CFT (Anti-Money Laundering/Countering the Financing of terrorism) for other countries, once this information is processed successfully, we'll notify you and automatically register you for the sale.
3. You must also consent to the processing of personal data (in accordance with Article 9 of the Russian Federal Law of July 27, 2006, 152-FZ "On Protection of Personal Data"), (for Russian Federation Citizens only).
4. You cannot participate in Token Sale if you are a citizen of the United States, the PRC or Singapore, and also a citizen or resident of a country in which the use of crypto-currencies and tokens is restricted.

Unfortunately, citizens of Singapore are prohibited from participating in the ICO.

If NATIF, in its sole discretion, determines that you meet NATIF's registration requirements, NATIF shall register you for the sale and so notify you in writing.

The list of risks specified in these Agreement are not exclusive and there are risks which cannot be predicted at present moment. If you are not comfortable that you can gauge the level of risk, you are advised to seek council before making a decision to participate NATIF's ICO.

Representations and Warranties

By purchasing NATIF Tokens, you confirm that:

- Are legally permitted to purchase Tokens in the your jurisdiction;
- Are of a sufficient age to legally purchase Tokens or have received permission from a legal guardian who has reviewed and agreed to these Terms Agreement;
- You will take sole responsibility for any restrictions and risks associated with the purchase of Tokens as set in the Terms;
- Are not exchanging Bitcoin for Tokens in a speculative investment;
- Have a full and complete understanding of the usage and intricacies of Blockchain-based assets, such as Tokens, Bitcoins and Blockchain-based software systems;
- Agree to treat as confidential all information obtained from the Services, except for information that is in the public domain.

Accreditation

If you are a US citizen, you must be accredited as an "Accredited Investor".

We require proof of accreditation from you that meets the SEC 506(c) standard.

An accredited investor, in the context of a natural person, includes anyone who:

- earned income that exceeded \$200,000 (or \$300,000 together with a spouse) in each of the prior two years, and reasonably expects the same for the current year, OR
- has a net worth over \$1 million, either alone or together with a spouse (excluding the value of the person's primary residence).
- On the income test, the person must satisfy the thresholds for the three years consistently either alone or with a spouse, and cannot, for example, satisfy one year based on individual income and the next two years based on joint income with a spouse. The only exception is if a person is married within this period, in which case the person may satisfy the threshold on the basis of joint income for the years during which the person was married and on the basis of individual income for the other years. In addition, entities such as banks, partnerships, corporations, nonprofits and trusts may be accredited investors. Of the entities that would be considered accredited investors and depending on your circumstances, the following may be relevant to you:
 - any trust, with total assets in excess of \$5 million, not formed to specifically purchase the subject securities, whose purchase is directed by a sophisticated person, or
 - any entity in which all of the equity owners are accredited investors.

You need to provide reliable information about yourself in the registration process. Providing false information will result in your being prosecuted under applicable law.

For more information please read:

- Investor Bulletin about Hedge Funds (SEC required);
- Investor Bulletin about Accredited Investors (SEC required).

KYC/AML and AML/CFT

Money laundering (“ML”) is a process intended to mask the benefits derived from criminal conduct so that they appear to have originated from a legitimate source. Singapore’s primary legislation to combat ML is the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A).

Acts of terrorism seek to influence or compel governments into a particular course of action or to intimidate the public or a section of the public. Trust companies are reminded of the definitions of terrorism set out in the Terrorism (Suppression of Financing) Act (Cap. 325) (“TSOFA”) and the United Nations (Anti-terrorism Measures) Regulations (Rg. 1).

Terrorists require funds to carry out acts of terrorism, and terrorism financing (“TF”) is the act of providing these funds. Such funds may be derived from criminal activities such as robbery, drugtrafficking, kidnapping, extortion, fraud, or hacking of online accounts. In such cases, there may be an element of ML involved to disguise the source of funds.

However, terrorist acts and organizations may also be financed from legitimate sources such as donations from charities, legitimate business operations, self-funding by individuals etc. Coupled with the fact that TF need not always involve large sums of money, TF can be hard to detect and trust companies should remain vigilant.

NATIF defends against involvement in illicit activities, such as money laundering, by doing the following:

- Verifying the identity of customers and end users for all registered investors of NATIF fund

- Promulgating and adhering to well established anti-money laundering procedures and corporate policies
- Routinely executing a company-wide assessment to determine the risk of inadvertent involvement in money laundering or other illicit activities. A risk profile is produced after these assessments
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An anti-money laundering policy (“Policy”) shall be reviewed and approved by NATIF Board. Once approved, the Policy shall be furnished to all our employees and regular training on compliance shall be provided at intervals not to exceed one year. Employees of NATIF shall confirm receipt and understanding of the Policy in writing.

As part of its account generation and creation process, NATIF shall:

- obligate users to furnish proof of identity;
- prohibit any payments to be made without complete account-opening data;
- confirm that users are not listed in compliance databases. These databases include, but are not limited to, the OFAC Specially Designated Nationals list and other governmental watch lists.

Proving Identification

Individuals

- Name

- Mailing address and address of residence (PO boxes are not acceptable unless accompanied by valid mailing address)
- Government issued identification numbers including where relevant, but not limited to, social security numbers, driver's license numbers, and passport numbers
- Place of birth and date of birth
- Copies of valid photo identifications for those listed as account holders

Corporate Users

- Name of business and corporate representatives
- Copies of current photo identifications of corporate representatives using the account
- Mailing address of the client's principal place of business (we reserves the right to request the customer's local address if the local address is not the same as the business' principal place of business)
- Customer identification procedures shall be adhered to determine the beneficial owners of trust or corporate accounts. These procedures include establishing whether a customer is an agent of another; deriving information concerning the ownership or structure of a company that is a legal entity not publicly traded in the US or other countries; and for trustees, getting data about the trust structure, determining the provider of funds, and discerning who has control over the funds and power to remove the trustee.

End User Verification

The validity of documents used to support the opening of an account is to be confirmed before the account can be finalized. Verification requires layered security, multi-factor authentication, and the satisfaction of other obligations to

ensure that user identity has been meaningfully confirmed. Account size and other factors are considered during this process.

These methods are examples of verification processes that NATIF reserves the right to employ:

- Employing challenge questions to test user knowledge.
- Ensuring that no inconsistencies exist between customer provided identifying information.
- Use of industry standard device identification procedures, such as geo-location checks and "digital fingerprints".
- Validating identifying information against information provided by trusted third party sources. Trusted third party sources include reporting agencies.
- Validating claimed addresses with copies of bank statements, utility bills, and credit card statements.
- Closing suspicious accounts when User is unable to furnish sufficient information to confirm identity.
- Requesting notarized copies of birth certificates or businesses' sealed incorporation documents with an apostil for identification.

NATIF will conduct an annual anti-money laundering audit. The audit shall be conducted by an independent party with a working knowledge of BSA (or other government agency) requirements. If such a party is not available, the audit may be conducted by NATIF's employees who have a working knowledge of BSA requirements. Corrective actions shall be derived from these audits and NATIF will provide the audit report along with intended corrective actions to our management for review. Status reports concerning corrective actions will be routinely furnished to the management of NATIF until all outstanding matters are resolved.

For more information please read

- MAS Notice TCA-N03 on prevention of AML/CFT (Monetary Authority of Singapore);
- SEC Investment Company Compliance Program (US Securities and Exchange Commission).

Taxation

You bear the sole responsibility to determine if the contribution to and distribution from NATIF, including but not limited to the acquisition of Tokens, change of the Token's value with the course of time and the receive function shall be a taxable event for the User. You bear full responsibility for timely and correct calculation and payment of all taxes due in accordance with the applicable tax regulations. NATIF is not your tax agent and will not advise you on the order of calculation and/or the payment of taxes.

No Liability

The User acknowledges and agrees that the User will not hold any developers, auditors, contractors, officers, founders or agents of NATIF ("NATIF personnel") liable for any damages or injury whatsoever caused by or related to the use of, or the inability to use, Tokens or Services 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 "NATIF personnel" shall not 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 the inability to use of the Services. The User further specifically acknowledges that "NATIF personnel" are not liable, and the User agrees not to seek to hold them liable, for the conduct of third parties, including other creators of Token, and that the risk of buying, holding and using Token rests entirely with the User. NATIF does not guarantee the permanent and

uninterruptible operation of the Website and does not take any responsibility for direct, indirect, accidental, special, circumstantial or punitive damages, including but not limited to the losses in the form of lost profit for the mistakes and/or technical issues in operation of the Website, or restriction of the access to the Website on the territory of any jurisdiction.

Miscellaneous

The User agrees 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.

The Terms govern the creation, transfer and holding of the Tokens and supersede any public statements about the launch of Tokens made by anyone in the past, present and future.

The applicable law is Estonian law. Any dispute arising out of or in connection with the creation of the Tokens and the development of Services shall be finally settled by the ordinary courts of the registered domicile of the defendant.

General information

Project's description	NATIF venture investment fund. Team have been working with venture investments since 2002.
Business model	Classic model of a venture fund. The fund will select and invest in more than 30 technological projects. Once a project has grown in value, the fund performs an exit (exits during ICO or sells the shares to a strategic buyers).
Jurisdiction	Jurisdiction will be selected by due diligence based on the best operating conditions for the venture fund NATIF
e-mail	info@natif.io
Tel	+372 634 7302
Address	Narva mmnt 7-634, Tallinn, 10117

Token's description	Token ERC20 (Ethereum). A non-documentary certificate giving the owner the possibility to share in the general, inseparable property of the fund's property in the future. Token does not mediate any equivalent in the property of the debtor, which can be recovered in debt, it reflects only the share in the future assets of the fund. As compensation for the purchased token, its owner in a direct proportion will have the possibility of common ownership of the property complex.
Risk level	Extremely high (venture investments). There is a risk of losing all your investments
Conditions for Purchasers	<ul style="list-style-type: none"> - Min investment sum: 0.003 ETH (payment in a cryptocurrency) - Allowed currencies: Cryptocurrencies (BTC, BCH, ETH) - KYC / AML confirmation required - Investor's discount: 75% in pre-ICO
Possible exits	All investors will be able to sell their tokens on exchange markets after 1 st of May 2018.

Risks

Users understand that participating in Token Sale may result in financial losses!

Nothing in the Service, in the Terms or in any statements or information contained on the Website at any moment, or in any means of communication of the Service (including but not limited to the publications in social media, as well as the statements or declarations made by inter alia the representatives of the Service, notwithstanding whether they had been made personally or on behalf of the Service), notwithstanding the time of their occurrence, shall be construed as the guarantee of gaining profit or benefit in any other form.

Venture investments are highly risky. Buying pre-ICO and ICO tokens is a considerable risk. You incur the following risks: inherent risk, loss risk, theft risk, compliance risk, risk of

misconception. Once you send your cryptocurrency to NATIF, you confirm you understand and accept the risks and potential irreversible losses.

The risks listed should be considered but they are not exhaustive:

- Risks relating to insufficient secondary market liquidity

Even if digital tokens are tradable in a secondary market, in practice, there may not be enough active buyers and sellers or the bid-ask spreads may be too wide. Token owners may not be able to exit their token investments easily. In the worst case where no secondary market develops, the owner may not be able to liquidate the token holdings at all. The exchanges or platforms that facilitates secondary trading of digital tokens may not be regulated by MAS.

- Risks relating to highly speculative investments

The valuation of digital tokens is usually not transparent, and highly speculative. Digital tokens that do not hold any ownership rights to the seller's assets are not backed by any tangible assets. Such tokens would be merely speculative investments and their traded price can fluctuate greatly within a short period of time. There is a high risk that you could lose your entire investment amount if the digital tokens could be rendered worthless.

- Risk related to cryptocurrency values

There may be significant risks connected with cryptocurrency, such as large fluctuations of virtual or actual currency values, which in turn may lead to loss of currency over short or long periods.

- Risks of money laundering and terrorist financing

Funds invested into investment schemes involving digital tokens are prone to being misused for

illegal activities due to the anonymity of transactions, and the ease with which large sums of monies may be raised in a short period of time. You may be adversely affected if the source of funding is determined to be illegal.

- There is no guarantee that the invested funds will be safe or will generate profits.
- The investments are not insured and there are no private or government insurance representative that you can address.
- There is no guarantee of the Token's liquidity in the future. There is a risk that the Tokens won't be in demand. There is also no assurance that the market price of the Tokens will not decline below the original purchase price. The purchase price may not be indicative of the market price of the Tokens after they have been made available for trading on a cryptocurrency exchange.
- There is a risk of loss all of the fund's assets through theft by fraudsters or hackers.
- There is a risk of appearance of regulatory or legal restrictions, which can complicate NATIF's work or stop it altogether. The NATIF or the Tokens may be affected by newly implemented regulations. Cryptocurrency trading is generally still unregulated worldwide, but numerous regulatory authorities across jurisdictions have been outspoken about considering the implementation of regulatory regimes which govern cryptocurrency or cryptocurrency markets. The NATIF or the NTF Tokens may be affected by newly implemented regulations relating to cryptocurrencies or cryptocurrency markets, including having to take measures to comply with such regulations, or having to deal with queries, notices, requests or enforcement actions by regulatory authorities, which may come at a substantial cost. Further, it is difficult to predict

how or whether governments or regulatory authorities may implement any changes to laws and regulations affecting distributed ledger technology and its applications, including the NATIF and the Tokens. NATIF may also have to cease operations in a jurisdiction that makes it illegal to operate in such jurisdiction, or make it commercially unviable or undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction. In scenarios such as the foregoing, the utility, liquidating, and/or trading price of NTF Tokens will be adversely affected or NTF Tokens may cease to be traded.

- There is a risk that an investment made by NATIF may fail for any reason and will be written off.
- There are technical risks (e.g. connected to Ethereum) that might cause the fund to be unable to make a transaction of the profits.
- There is a risk of cryptocurrency, fiat currency or investment devaluation.
- There is a corporate risk of losing control over the entity that NATIF invest in.

You understand and accept that the transfer of cryptocurrency to NATIF may result in a total loss and that you will not have any claim whatsoever to reclaim any cryptocurrency.

You acknowledge and understand that the Tokens have no warranty whatsoever, express or implied and accordingly that the Tokens are purchased on an "as is" basis.

**You must carefully read and accept these terms and conditions and accept all risks associated with your investment!
All of your investments may be lost!**

APPENDIX 1: U.S. Securities and Exchange Commission Form D

FORM D
Notice of Exempt
Offering of Securities

U.S. Securities and Exchange Commission

Washington, DC 20549

(See instructions beginning on page 5)

OMB APPROVAL
OMB Number: 3235-0076
Expires: October 31, 2016
Estimated average burden hours per response: 4.00

Intentional misstatements or omissions of fact constitute federal criminal violations. See 18 U.S.C. 1001.

Item 1. Issuer's Identity

Name of Issuer

Jurisdiction of Incorporation/Organization

Year of Incorporation/Organization (Select one)
 Over Five Years Ago Within Last Five Years (specify year) Yet to Be Formed

Previous Name(s) None

Entity Type (Select one)
 Corporation
 Limited Partnership
 Limited Liability Company
 General Partnership
 Business Trust
 Other (Specify)

(If more than one issuer is filing this notice, check this box and identify additional issuer(s) by attaching Items 1 and 2 Continuation Page(s).)

Item 2. Principal Place of Business and Contact Information

Street Address 1

City State/Province/Country ZIP/Postal Code Phone No.

Street Address 2

Item 3. Related Persons

Last Name First Name Middle Name

Street Address 1

City State/Province/Country ZIP/Postal Code

Relationship(s): Executive Officer Director Promoter

Clarification of Response (if necessary)

(Identify additional related persons by checking this box and attaching Item 3 Continuation Page(s).)

Item 4. Industry Group (Select one)

- Agriculture**
- Banking and Financial Services**
 - Commercial Banking
 - Insurance
 - Investing
 - Investment Banking
 - Pooled Investment Fund
- Business Services**
 - Energy**
 - Electric Utilities
 - Energy Conservation
 - Coal Mining
 - Environmental Services
 - Oil & Gas
 - Other Energy
 - Health Care**
 - Biotechnology
 - Health Insurance
 - Hospitals & Physicians
 - Pharmaceuticals
 - Other Health Care
 - Manufacturing**
 - Real Estate**
 - Commercial
- Construction
- REITS & Finance
- Residential
- Other Real Estate
- Retailing**
- Restaurants**
- Technology**
 - Computers
 - Telecommunications
 - Other Technology
- Travel**
 - Airlines & Airports
 - Lodging & Conventions
 - Tourism & Travel Services
 - Other Travel
- Other**

If selecting this industry group, also select one fund type below and answer the question below:

- Hedge Fund
- Private Equity Fund
- Venture Capital Fund
- Other Investment Fund

Is the issuer registered as an investment company under the Investment Company Act of 1940? Yes No

- Other Banking & Financial Services

Item 5. Issuer Size (Select one)

Revenue Range (for issuer not specifying "hedge" or "other investment" fund in Item 4 above)

- No Revenues
- \$1 - \$1,000,000
- \$1,000,001 - \$5,000,000
- \$5,000,001 - \$25,000,000
- \$25,000,001 - \$100,000,000
- Over \$100,000,000
- Decline to Disclose
- Not Applicable

OR

Aggregate Net Asset Value Range (for issuer specifying "hedge" or "other investment" fund in Item 4 above)

- No Aggregate Net Asset Value
- \$1 - \$5,000,000
- \$5,000,001 - \$25,000,000
- \$25,000,001 - \$50,000,000
- \$50,000,001 - \$100,000,000
- Over \$100,000,000
- Decline to Disclose
- Not Applicable

Item 6. Federal Exemptions and Exclusions Claimed (Select all that apply)

- Rule 504(b)(1) (not (i), (ii) or (iii))
- Rule 504(b)(1)(i)
- Rule 504(b)(1)(ii)
- Rule 504(b)(1)(iii)
- Rule 505
- Rule 506(b)
- Rule 506(c)
- Securities Act Section 4(a)(5)

Investment Company Act Section 3(c)

- Section 3(c)(1)
- Section 3(c)(2)
- Section 3(c)(3)
- Section 3(c)(4)
- Section 3(c)(5)
- Section 3(c)(6)
- Section 3(c)(7)

- Section 3(c)(9)
- Section 3(c)(10)
- Section 3(c)(11)
- Section 3(c)(12)
- Section 3(c)(13)
- Section 3(c)(14)

Item 7. Type of Filing

- New Notice OR Amendment

Date of First Sale in this Offering: OR First Sale Yet to Occur

Item 8. Duration of Offering

Does the issuer intend this offering to last more than one year? Yes No

Item 9. Type(s) of Securities Offered (Select all that apply)

- Equity
- Debt
- Option, Warrant or Other Right to Acquire Another Security
- Pooled Investment Fund Interests
- Tenant-in-Common Securities
- Mineral Property Securities
- Other (describe)

Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security

Item 10. Business Combination Transaction

Is this offering being made in connection with a business combination transaction, such as a merger, acquisition or exchange offer? Yes No

Clarification of Response (if necessary)

Item 11. Minimum Investment

Minimum investment accepted from any outside investor \$

Item 12. Sales Compensation

Recipient Recipient CRD Number No CRD Number

(Associated) Broker or Dealer None (Associated) Broker or Dealer CRD Number No CRD Number

Street Address 1 Street Address 2

City State/Province/Country ZIP/Postal Code

States of Solicitation All States

<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DE	<input type="checkbox"/> DC	<input type="checkbox"/> FL	<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID
<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO
<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA
<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY	<input type="checkbox"/> PR

(Identify additional person(s) being paid compensation by checking this box and attaching Item 12 Continuation Page(s).)

Item 13. Offering and Sales Amounts

(a) Total Offering Amount \$ **OR** Indefinite

(b) Total Amount Sold \$

(c) Total Remaining to be Sold \$ **OR** Indefinite
(Subtract (a) from (b))

Clarification of Response (if necessary)

Item 14. Investors

Check this box if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering:

Enter the total number of investors who already have invested in the offering:

Item 15. Sales Commissions and Finders' Fees Expenses

Provide separately the amounts of sales commissions and finders' fees expenses, if any. If an amount is not known, provide an estimate and check the box next to the amount.

Sales Commissions \$ Estimate

Finders' Fees \$ Estimate

Clarification of Response (if necessary)

Item 16. Use of Proceeds

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount.

\$ Estimate

Clarification of Response (if necessary)

Signature and Submission

Please verify the information you have entered and review the Terms of Submission below before signing and submitting this notice.

Terms of Submission. In Submitting this notice, each identified issuer is:

Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in accordance with applicable law, the information furnished to offerees.*

Irrevocably appointing each of the Secretary of the SEC and the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against the issuer in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes; or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.

Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Regulation D for one of the reasons stated in Rule 505(b)(2)(iii) or Rule 506(d).

* This undertaking does not affect any limits Section 102(a) of the National Securities Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under this undertaking or otherwise and can require offering materials only to the extent NSMIA permits them to do so under NSMIA's preservation of their anti-fraud authority.

Each identified issuer has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person. (Check this box and attach Signature Continuation Pages for signatures of issuers identified in Item 1 above but not represented by signer below.)

Issuer(s)

Name of Signer

Signature

Title

Number of continuation pages attached:

Date

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.