

Shareholder Agreement

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933 (THE "ACT") AND HAVE NOT BEEN REGISTERED UNDER THE ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT WITHOUT A CHANGE IN THEIR LIFESTYLE.

The undersigned Purchaser (the "Purchaser") understands that Bannon Maher Corporation (the "Company"), a Corporation organized under the laws of Delaware, is offering up to 4,280 Non-Voting Common Shares (the "Securities") in a Regulation D 506(c) offering. This offering is made pursuant to the Form C, dated October 18th, 2018 (the "Form C"), on file with the Securities Exchange Commission, and available at sec.gov under CIK 0001756094 – prepared and filed by the compliance team at StartEngine, in conjunction with their recommended lawyer and accountant – which is the only information that may be relied upon in connection with this offering, with the exception of changes to current business location, offering size, and obviously irrelevant references to crowdfunding. This shareholder agreement is a minimally modified version of StartEngine's standard investor agreement. The Purchaser further understands that the offering is being made pursuant to Regulation D 506(c) and without registration of the Securities under the Act.

1. Eligibility

a) Residence

If the investor resides in the United States, the investor certifies and retains exclusively liability for verifying, residence in a state where registration of securities in a Reg D 506(c) offering is not required prior to the offering in order to complete a sale. If the investor does not reside in the United States, the investor certifies and retains exclusively liability for verifying the legal right based on residence to purchase shares in an unregistered securities offering.

b) Accredited Investor Status

The investor certifies and is exclusively liable for certifying and meeting the criteria of accredited investor status, as defined and required by the SEC for a Reg D 506(c) offering.

The SEC sets the requirements to meet accredited investor status, which may include:

- anyone who earned income that exceeded \$200,000 USD (or \$300,000 USD 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 USD, either alone or together with a spouse (excluding the value of the person's primary residence).
- any trust, with total assets in excess of \$5 million USD, 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.

The SEC provides for accredited investor status verification methods, which may include:

- copies of Internal Revenue Service forms such as W-2, Form 1099, or a filed Form 1040 (verification of annual income);
- documentation dated within the previous three months, such as bank statements, and or brokerage account statements; or
- written confirmation from a licensed attorney or certified public accountant, an SEC-registered investment adviser, or a registered broker dealer that has taken reasonable steps to verify the investor is an accredited investor (note: such a letter may also be obtained in 1-2 business days from verifyinvestor.com for \$59 USD)

2. Subscription. Subject to the terms and conditions hereof and the provisions of the Form C, the Purchaser hereby subscribes for the Securities set forth on the signature page hereto for the aggregate purchase price set forth on the signature page hereto, which is payable as described in Section 5 hereof. Subscriber understands and acknowledges that the subscription may not be revoked except by the issuer prior to closing. The Purchaser acknowledges that the Securities will be subject to restrictions on transfer as set forth in this shareholder agreement (the "Shareholder Agreement").

3. Acceptance of Subscription and Issuance of Securities. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the Purchaser at the Closing referred to in Section 4 hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among subscribers.

4. The Closing. The closing of the purchase and sale of the Securities (the "Closing") shall take place upon signing of this agreement and transferring funds.

5. Payment for Securities. Payment for the Securities shall be received by Bannon Maher Corporation from the Purchaser by wire of immediately available funds or other means approved prior to the transfer, in the amount as set forth on the signature page hereto.

6. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:

a) The Company is duly formed and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

b) The Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Shareholder Agreement, will be validly issued, fully paid and nonassessable, and will conform in all material respects to the description thereof set forth in the Form C.

c) The execution and delivery by the Company of this Shareholder Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Shareholder Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

d) Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 7 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Shareholder Agreement except (i) for such filings as may be required under Reg D 506(c), or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

7. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to and covenants with the Company that:

a) General.

i. The Purchaser has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Shareholder Agreement and to perform all the obligations required to be performed by the Purchaser hereunder, and such purchase will not contravene any law, rule or regulation binding on the Purchaser or any investment guideline or restriction applicable to the Purchaser.

ii. The Purchaser is a resident of the location set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

iii. The Purchaser will comply with all applicable laws and regulations in effect in any jurisdiction in which the Purchaser purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the Purchaser is subject or in which the Purchaser makes such purchases or sales, and the Company shall have no responsibility therefor.

b) Information Concerning the Company.

i. The Purchaser has reviewed a copy of the Form C. With respect to information provided by the Company, the Purchaser has relied solely on the information contained in the Form C to make the decision to purchase the Securities.

ii. The Purchaser understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Form C and in this Shareholder Agreement. The Purchaser represents that it is able to bear any and all loss associated with an investment in the Securities.

iii. The Purchaser confirms that it is not relying and will not rely on any communication (written or oral) of the Company, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Form C or otherwise by the Company, or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company, nor any of their respective affiliates is acting or has acted as an advisor to the Purchaser in deciding to invest in the Securities. The Purchaser acknowledges that neither the Company, nor any of their respective affiliates have made any representation regarding the proper characterization of the Securities for purposes of determining the Purchaser's authority or suitability to invest in the Securities.

iv. The Purchaser is familiar with the business and financial condition and operations of the Company, all as generally described in the Form C. The Purchaser has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

v. The Purchaser understands that, unless the Purchaser notifies the Company in writing to the contrary at or before the Closing, each of the Purchaser's representations and warranties contained in this Shareholder Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Purchaser.

vi. The Purchaser acknowledges that the Company has the right in its sole and absolute discretion to abandon this offering at any time prior to the completion of the offering. This Shareholder Agreement shall thereafter have no force or effect and the Company shall return any previously paid price of the Securities, without interest thereon, or any other compensation, to the Purchaser.

vii. The Purchaser understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

c) No Guaranty.

i. The Purchaser confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (B) made any representation to the Purchaser regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the Purchaser is not relying on the advice or recommendations of the Company and the Purchaser has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Securities is suitable and appropriate for the Purchaser.

d) Status of Undersigned.

i. The Purchaser has such knowledge, skill and experience in business, financial and investment matters that the Purchaser is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the Purchaser's own professional advisors, to the extent that the Purchaser has deemed appropriate, the Purchaser has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Shareholder Agreement. The Purchaser has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the Purchaser is able to bear the risks associated with an investment in the Securities and its authority to invest in the Securities.

e) Restrictions on Transfer or Sale of Securities.

i. The Purchaser is acquiring the Securities solely for the Purchaser's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The Purchaser understands that the Securities have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Purchaser and of the other representations made by the Purchaser in this Shareholder Agreement. The Purchaser understands that the Company is relying upon the representations and agreements contained in this Shareholder Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

ii. The Purchaser understands that the Securities may be restricted from transfer for a period of time under applicable federal securities laws, the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "Commission"), and certain state restrictions. The Purchaser understands that the Company has no obligation to register any of the Securities, or to take action so as to permit sales pursuant to the Securities Act. Even when the Securities become freely transferable, a secondary market in the Securities may not develop. Consequently, the Purchaser understands that the Purchaser must bear the economic risks of the investment in the Securities for an indefinite period of time.

iii. The Purchaser agrees: (A) that the Purchaser will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to Reg D 506(c).

f) Uncertified Shares.

i. The Purchaser acknowledges that the Company is authorized to issue uncertificated shares, and hereby waives the Purchaser's right to receive a stock certificate representing the securities and consents and agrees to the issuance of uncertificated shares.

8. Conditions to Obligations of the Undersigned and the Company. The obligations of the Purchaser to purchase and pay for the Securities specified on the signature page hereto and of the Company to sell the Securities are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Company contained in Section 6 hereof and of the Purchaser contained in Section 7 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

9. Obligations Irrevocable. Following the Closing, the obligations of the Purchaser shall be irrevocable.

10. Waiver, Amendment. Neither this Shareholder Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

11. Assignability. Neither this Shareholder Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the Purchaser without the prior written consent of the other party.

12. Waiver of Jury Trial. THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SHAREHOLDER AGREEMENT.

13. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the Purchaser (“Proceedings”), the Purchaser irrevocably submits to the jurisdiction of the federal or state courts located in the state of California in the United States which submission shall be exclusive.

14. Governing Law. This Shareholder Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles thereof.

15. Section and Other Headings. The section and other headings contained in this Shareholder Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Shareholder Agreement.

16. Counterparts. This Shareholder Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

17. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or email the addresses of the Purchaser (or such other address as either party shall have specified by notice in writing to the other):

18. Binding Effect. The provisions of this Shareholder Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. Survival. All representations, warranties and covenants contained in this Shareholder Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Form C which are not material or which are to the benefit of the Purchaser and (iii) the death or disability of the Purchaser.

20. Notification of Changes. The Purchaser hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Shareholder Agreement, which would cause any representation, warranty, or covenant of the Purchaser contained in this Shareholder Agreement to be false or incorrect.

21. Status Updates. The Purchaser is entitled to a meaningful update on the status of the Company each year, and the Company may at its sole discretion, but is under absolutely no obligation to, provide updates with greater frequency.

22. Severability. If any term or provision of this Shareholder Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect

any other term or provision of this Shareholder Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

The offer to purchase Securities as set forth above is confirmed and accepted by the Purchaser as follows:

Shares: _____

Price Per Share: _____

Total Purchase Amount: _____

IN WITNESS WHEREOF, the Purchaser has executed this Shareholder Agreement as of the date below.

PURCHASER:

Name: _____

Title (if applicable): _____

Legal Name of Entity (if applicable): _____

Street Address: _____

City, State, Postal Code, Country: _____

Email Address: _____

Signature: _____

COMPANY:

Name: Jonathan Bannon Maher

Title: Founder, Chair, C.E.O.

Legal Name of Entity: Bannon Maher Corporation

State/Country of Domicile or Formation: Delaware

Mailing Address: Bannon Maher Corporation
380 Hamilton Avenue, 734
Palo Alto, California 94302
United States of America

Email Address: bannonmaher@bannonmaher.com

Signature: _____