



**SUBSCRIPTION AGREEMENT
CLASS B TOKENIZED MEMBERSHIP UNITS
OF
AI BLOCKCHAIN ENVIRONMENT, LLC
PRIVILEGED & CONFIDENTIAL**

THE CLASS B UNITS (AND THE TOKENS REPRESENTING THEM) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE OR NON-U.S. SECURITIES LAWS, AND ARE OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS THEREFROM (INCLUDING RULE 506(b) OF REGULATION D). THEY ARE SUBJECT TO RESTRICTIONS ON TRANSFER, MAY NOT BE RESOLD ABSENT REGISTRATION OR AN EXEMPTION, AND INVOLVE A HIGH DEGREE OF RISK, INCLUDING THE RISK OF LOSS OF THE ENTIRE INVESTMENT.

This Subscription Agreement (this “Agreement”) is entered into by and between AI Blockchain Environment, LLC, a Wyoming limited liability company (the “Company” or the “Fund”), and the undersigned subscriber (the “Subscriber”). Capitalized terms used but not defined herein have the meanings given in the Company’s Amended and Restated Limited Liability Company Operating Agreement (as amended, the “Operating Agreement”) and the Company’s Private Placement Memorandum (as supplemented, the “Memorandum”).

1. Subscription. The Subscriber hereby irrevocably subscribes for and agrees to purchase Class B Units of the Company represented by permissioned Tokens on the Token Network for the aggregate subscription amount set forth on the Subscriber’s signature page (the “Subscription Amount”), on the terms of this Agreement, the Operating Agreement, and the Memorandum. The number of Class B Units issued in respect of the Subscription Amount shall be determined by reference to the Net Asset Value per Class B Unit as of the applicable Valuation Date, as described in the Operating Agreement. This subscription is an offer by the Subscriber that becomes binding on the Company only upon acceptance by the Manager.

2. Acceptance; Admission. The Manager may accept or reject this subscription, in whole or in part, in its sole discretion. Upon acceptance and satisfaction of the conditions in Section 4, (a) the Subscriber shall be admitted as a Class B Member, (b) the Subscriber shall become a party to and bound by the Operating Agreement without the need to execute a separate signature page thereto, and (c) the corresponding Tokens shall be issued to the Subscriber’s whitelisted wallet. The Subscriber’s name and Units shall be entered on the Company’s register of Members and register of Token holders.

3. Payment; Fund Accounts. The Subscriber shall pay the Subscription Amount, in U.S. dollars or in such stablecoins or Digital Assets as the Manager accepts, by delivering the same to an account maintained in the name of the Company as directed by the Company. All subscription funds are paid directly into, held in, and administered through the Company's own accounts. If this subscription is rejected in whole or in part, the Subscription Amount, or the rejected portion, shall be returned to the Subscriber without interest.

4. Conditions. Admission of the Subscriber is conditioned upon: (a) the Manager's acceptance of this subscription; (b) the Subscriber's qualification as an Accredited Investor and completion of the Company's accredited-investor verification to the standard required for the offering; (c) the Subscriber's satisfactory completion of know-your-customer, anti-money-laundering, and sanctions screening; (d) the Subscriber's delivery of a valid, whitelisted wallet address and required tax documentation; and (e) the truth and accuracy of the Subscriber's representations herein.

5. Representations and Warranties of the Subscriber. The Subscriber represents, warrants, and covenants to the Company, as of the date hereof and as of each date the Subscriber makes a Capital Contribution, as follows:

- (a) **Accredited Investor.** The Subscriber is an "accredited investor" within the meaning of Rule 501(a) of Regulation D, as certified on Schedule A, and will notify the Company promptly if the Subscriber ceases to qualify.
- (b) **Investment Intent.** The Subscriber is acquiring the Class B Units for its own account, for investment purposes only, and not with a view to, or for resale in connection with, any distribution in violation of the securities laws.
- (c) **Sophistication; Ability to Bear Risk.** The Subscriber has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this investment, is able to bear the economic risk of the investment for an indefinite period, and can afford a complete loss of the investment.
- (d) **Access to Information.** The Subscriber has received and reviewed the Memorandum, the Operating Agreement, and this Agreement; has had the opportunity to ask questions of, and receive answers from, the Company and the Manager; and has had access to all information it considers necessary to make an informed investment decision.
- (e) **No General Solicitation.** The Subscriber was not solicited to invest through any general solicitation or general advertising, and has a substantive, pre-existing relationship with the Company or the Manager.
- (f) **No Guaranteed Return.** The Subscriber understands that the targeted distribution described in the Operating Agreement and the Memorandum is a target only, is not guaranteed, fixed, or accruing, is payable only from net trading profits, may be reduced to zero or suspended, and that neither the return of, nor any return on, the Subscriber's investment is guaranteed.
- (g) **Risk of Loss; Illiquidity.** The Subscriber understands that the investment involves a high degree of risk, including the risk of loss of the entire investment; that there is no public

market for the Units or Tokens; that transfer is restricted; and that redemption is at Net Asset Value (which fluctuates and may be less than the amount invested), subject to notice, gates, and suspension, and is not a return at par or of principal.

- (h) No Reliance. In making its investment decision, the Subscriber has relied solely on the Memorandum, the Operating Agreement, and this Agreement, and on its own investigation and advisors, and not on any other statement, representation, projection, guarantee, or assurance (oral or written) by any person, including any statement regarding a fixed rate of return, principal protection, “cash backing,” a fixed token value, or guaranteed liquidity. Any such statement, if made, is superseded by and is not part of the terms of this investment.
- (i) Restricted Securities. The Subscriber understands that the Units and Tokens are “restricted securities,” have not been registered under the securities laws, may not be transferred except in compliance with the Operating Agreement and applicable law, and are permissioned such that they may be held and transferred only among whitelisted, eligible holders.
- (j) Bad Actor. Neither the Subscriber nor, if the Subscriber is or would be a holder of 20% or more of the Company’s outstanding voting equity, any of its covered persons, is subject to any “bad actor” disqualifying event described in Rule 506(d) of Regulation D.
- (k) AML; Sanctions; Source of Funds. The Subscriber is not, and is not acting on behalf of, a person subject to sanctions or otherwise a prohibited person under applicable anti-money-laundering or sanctions laws; the funds used for the Subscription Amount are not derived from, and this investment does not further, any unlawful activity; and the Subscriber will provide such information as the Company requires to comply with such laws.
- (l) Tax Matters. The Subscriber understands that the Company is treated as a partnership for U.S. federal income tax purposes; that the Subscriber, as a Member, will be allocated its share of Company income (which may be largely short-term or ordinary) and will receive a Schedule K-1; that the Subscriber may owe tax on allocated income whether or not cash is distributed; and the Subscriber will provide a properly completed IRS Form W-9 or applicable Form W-8.
- (m) Authority. If the Subscriber is an entity, it is duly organized and validly existing, has full power and authority to execute and perform this Agreement, and the person signing is duly authorized; the Subscriber was not formed for the specific purpose of acquiring the Units (or, if it was, each of its beneficial owners is an Accredited Investor).
- (n) ERISA. The Subscriber has indicated on Schedule B whether it is a “benefit plan investor,” and understands the Manager may limit or require redemption of its Units to preserve the Company’s plan-asset position.
- (o) Wallet. The Subscriber has provided a wallet address that the Subscriber owns and controls, and understands that Tokens will be issued only to a whitelisted wallet and that transfers are enforced at the protocol level.

- (p) Accuracy. All information provided by the Subscriber in this Agreement, the Schedules, and any investor questionnaire is true, correct, and complete, and the Subscriber will promptly notify the Company of any change that would make any representation inaccurate.

6. Acknowledgment of Risk Factors. The Subscriber acknowledges that it has read and understands the risk factors described in the Memorandum, including risks relating to the Company's digital-asset trading strategy, the volatility and custody of Digital Assets, reliance on the Manager and the Company's trading provider and service providers, the absence of a guaranteed return, illiquidity and restrictions on transfer, valuation and redemption, conflicts of interest arising from related-party arrangements, regulatory and tax risks, and the risk of loss of the entire investment.

7. Restrictions on Transfer; Legends. The Units and Tokens are subject to the transfer restrictions in the Operating Agreement and applicable law, and the Subscriber agrees to comply with them. The Subscriber acknowledges that the Tokens are permissioned and that the following (or substantially similar) legend and equivalent on-chain restrictions apply: "These securities have not been registered under the Securities Act of 1933 or any state or non-U.S. securities laws and may not be offered, sold, transferred, pledged, or otherwise disposed of except in compliance with such laws, the Operating Agreement, and the permissioning controls applicable to the Tokens."

8. Power of Attorney; Adoption of Operating Agreement. The Subscriber hereby adopts, and agrees to be bound by, the Operating Agreement as a Class B Member, and constitutes and appoints the Manager as its attorney-in-fact to execute, acknowledge, and file the Operating Agreement and permitted amendments, Schedule A updates, and related documents, as more fully provided in the Operating Agreement. This power of attorney is coupled with an interest and is irrevocable.

9. Indemnification. The Subscriber shall indemnify and hold harmless the Company, the Manager, and their respective Affiliates and Covered Persons from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or based upon any breach of, or any inaccuracy in, the Subscriber's representations, warranties, covenants, or agreements in this Agreement or the Schedules. This Section survives acceptance of this subscription, the admission of the Subscriber, and any redemption or transfer.

10. Acceptance; Rejection. This subscription is not binding on the Company until accepted by the Manager as indicated on the Company's acceptance page. The Manager may reject this subscription in whole or in part in its sole discretion, in which case the Subscription Amount (or rejected portion) will be returned without interest or deduction (except as required by law).

11. Miscellaneous. (a) Governing Law. This Agreement is governed by the laws of the State of Wyoming, without regard to conflict-of-laws principles. (b) Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures, seated in Sheridan County, and each Party consents thereto and waives any right to a jury trial. (c) Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that the Company

may assign to a successor. (d) Notices. Notices shall be in writing and delivered to the addresses set forth on the signature page (or as updated in writing), effective upon receipt. (e) Entire Agreement; Amendment. This Agreement, together with the Operating Agreement, constitutes the entire agreement of the Parties as to its subject matter and may be amended only by a writing signed by both Parties. (f) Severability. If any provision is held invalid, the remainder remains in effect, and the provision shall be reformed to the minimum extent necessary. (g) No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties. (h) Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one instrument. (i) Confidentiality. The Subscriber shall keep the Memorandum and the terms of the offering confidential, as provided in the Operating Agreement.

SUBSCRIBER SIGNATURE PAGE

The Subscriber has executed this Subscription Agreement and agrees to be bound by its terms and by the Operating Agreement.

Subscription Amount: \$ _____

Subscriber is a (check one): ☐ Individual ☐ Entity ☐ Joint

If an INDIVIDUAL:

Signature
Print Name: _____

Date: _____

If an ENTITY:

Entity Name: _____

By: _____ Date: _____
Name: _____
Title: _____

ACCEPTANCE BY THE COMPANY

The Company hereby accepts the foregoing subscription as to \$ _____ / _____
Class B Units, effective as of the date below.

AI BLOCKCHAIN ENVIRONMENT, LLC

By: _____ Date: _____
Name: Natosha McLane
Title: Manager

SCHEDULE A
ACCREDITED INVESTOR CERTIFICATION

The Subscriber certifies that it qualifies as an Accredited Investor under Rule 501(a) of Regulation D by reason of one or more of the following (check all that apply). The Subscriber agrees to provide documentation reasonably requested by the Company to verify accredited status.

Individuals:

- ☒ A natural person with individual net worth (or joint net worth with spouse or spousal equivalent) exceeding \$1,000,000, excluding the value of the primary residence.
- ☐ A natural person with individual income exceeding \$200,000 (or joint income with spouse or spousal equivalent exceeding \$300,000) in each of the two most recent years, with a reasonable expectation of the same for the current year.
- ☐ A natural person holding, in good standing, a Series 7, Series 65, or Series 82 license (or other qualifying professional certification designated by the SEC).

Entities:

- ☐ An entity with total assets (or, for certain entities, investments) in excess of \$5,000,000 not formed for the specific purpose of acquiring the Units.
- ☐ An entity in which all of the equity owners are Accredited Investors.
- ☐ A bank, savings and loan, registered broker-dealer, insurance company, registered investment company, business development company, or licensed small business investment company.
- ☐ A private business development company, or a Section 501(c)(3) organization, corporation, partnership, or LLC with total assets over \$5,000,000, not formed for the specific purpose of acquiring the Units.
- ☐ A "family office" (and its "family clients") with assets under management in excess of \$5,000,000, as defined in Rule 501(a).
- ☐ Other (specify): _____

SCHEDULE B
SUBSCRIBER INFORMATION

Legal Name: _____

Type: ☐ Individual ☐ Entity (form: _____) Jurisdiction: _____

Mailing Address: _____

Email: _____ Phone: _____

Taxpayer ID / SSN or EIN: _____ (provide W-9 / W-8)

Whitelisted Wallet Address (Token Network): _____

Benefit Plan Investor (ERISA)? ☐ Yes ☐ No

U.S. Person for tax purposes? ☐ Yes ☐ No

Source of Funds (brief description): _____