

SFI-ID-FS-3BDV-2005-LLC

UNIT SUBSCRIPTION AGREEMENT

THE SECURITIES REFERRED TO IN THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS (I) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT COVERING SUCH SECURITIES OR THE MANAGING MEMBER RECEIVES AN OPINION OF COUNSEL FOR THE INVESTOR REASONABLY SATISFACTORY TO THE MANAGING MEMBER STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND (II) SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION COMPLIES WITH ALL PROVISIONS OF THE COMPANY’S LIMITED LIABILITY COMPANY AGREEMENT.

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1. INTRODUCTION.

- a) SFI-ID-FS-3BDV-2005-LLC is a Wyoming company that was formed for the purpose of making equity investment to purchase the property and generate the profit from managing it.
- b) SquareFi Properties LLC is a financial technology company that provides an online platform to facilitate the financing of and investment in real estate, including investments in the SFI-ID-FS-3BDV-2005-LLC. SFI-ID-FS-3BDV-2005-LLC may be contacted 30 N Gould St Ste R, Sheridan, WY 82801 or at info@squarefi.co.
- c) SFI-ID-FS-3BDV-2005-LLC aims to effectuate an equity investment in Real Estate Property. By reason of its ownership in Target, the SFI-ID-FS-3BDV-2005-LLC expects to receive distributions of current cash flows generated by the Property to the extent such cash flows are distributed. When the Property is subject to a refinance, sale or other disposition, the SFI-ID-FS-3BDV-2005-LLC will be entitled to its proportional interest in the net proceeds of the transaction. SFI-ID-FS-3BDV-2005-LLC

expects to distribute amounts received to its members except as necessary to pay the Company's expenses and create reserves for anticipated cash needs of the Company. Company expects to distribute amounts received to its members in accordance with the terms of this Agreement.

d) The financial success of an investment in the Company is contingent upon the financial success of the Property and the success of the Property's management. Investors subscribing to the offering should read the Property information carefully, perform their own due diligence and discuss it with appropriate advisers before deciding to invest in the Company.

THIS Agreement GOVERNS Client's UNITS ACQUISITION AND future BECOMING A MEMBER OF SFI-ID-FS-3BDV-2005-LLC.

2. RECITALS.

BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, AN INVESTOR AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INVESTOR IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, HE REPRESENTS THAT HE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO TERMS AND CONDITIONS OF THIS AGREEMENT..

3. PARTIES.

THIS UNIT SUBSCRIPTION AGREEMENT (The "Agreement") is entered into this 20.05.2024, by and between

SFI-ID-FS-3BDV-2005-LLC, a corporation registered under the laws of Wyoming, having its principal place of business at Wyoming, USA, State of Wyoming, represented by its director Denis Spasibo ("SPV"), and Investor

WHEREAS, SPV desires to contract with the Investor to perform in accordance with terms of this Agreement;

WHEREAS, the Investor desires to execute all the obligations in accordance with this Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated hereinbelow, and in consideration of the mutual promises made hereinbelow, the receipt and sufficiency of which are hereby acknowledged, SPV and the Investor further agree as follows.

4. PROPERTY & UNITS COST.

SFI-ID-FS-3BDV-2005-LLC is launching a fundraising campaign for the construction of the following real estate property:

- a) Property type: Villa 3 bedrooms.
- b) Year of construction: 2024.
- c) Address: Balangan beachfront (Jimbaran).
- d) Unit number: 1.
- e) Property area: 278 m² (Ground floor: Studio 60,7m, Terrace 64,3m, WC 4,3m, Pool 7,5x3,5m. First floor: Hall 13,2m, Bedroom 18,3m, Bedroom 18,6m, WC 3,4m, WC 6m, Balcony 28,5m. Second floor: Office 11,2m, Bedroom 25,6m, WC 7,3m, Balcony 18,7).
- f) Number of Rooms: 3
- g) Encumbrances: No.
- h) Other information: —
- i) Property cost (total): 575,000 USDT.
- j) Unit cost: 588,540 USDT.
- k) Developer: Farsight
- l) Link to the website: <https://farsight24.com/properties/b25-villa/>.

5. PAYMENT.

- a) Investor hereby subscribes for and agrees to purchase (subject to acceptance by the Company of such subscription) 1 Units in the Company set forth on the signature page hereto (the “Units”) at a price of 588,540 USDT per Unit and to contribute capital (Investor’s “Capital Contribution”) to the Company in the amount set forth on the Investor’s signature page hereto, such purchase and contribution to be made in accordance with the terms and conditions of this Subscription Agreement and the Company’s Limited Liability Company Agreement (as amended from time to time in accordance with the terms thereof, the “Company LLC Agreement”).
- b) The total amount of funds contributed by the Investor according to the Section 2a) is \$____, which is __ percent of the total value of the property and the number of all Units.
- c) The Investor understands that Investor’s aggregate purchase price for the Units designated on the Section 2b) is payable with the execution and submission of this Agreement by transfer in convertible virtual asset (USDT) or check according to the instructions set forth in the instructions set forth at squarefi.co or as otherwise agreed to by the Company. Accordingly, Investor is submitting to the Company, simultaneously with delivery of this Agreement, the Purchase Price and acknowledges and understands that it shall be released and immediately available to the Company on the earlier of the Fully Subscribed Closing Date (such earlier date being the “Closing Date”) and that it will be returned to Investor if the Company does not accept Investor’s subscription pursuant to Section 8 below or if the circumstances described in Section 8(c) below occur.

d) Investor's Capital Contribution, in the form of crypto-assets, shall be exclusively transferred to a crypto-wallet owned and controlled by the Company. The designated wallet for these transactions is: TRg6fBoWHn8shaNvNBjGnvZux8njC6XsxB operating on the TRC20 network;
0xa5dbc5096df638216cab157065988628e736dd6a operating on the BEP20 network;
0x6454d2bee8905e6326a74dab8296a3a38db16186 operating on the ERC20 network.

6. ADVANCE PAYMENT & UNIT RESERVATION.

a) The Investor has the right to reserve Units by making an “Advance Payment”. The amount of the advance payment must be at least ten percent (10%) of the total value of the Units that the investor intends to purchase by transfer in convertible virtual asset (USDT) or check according to the instructions set forth in the instructions set forth at squarefi.co or as otherwise agreed to by the Company. The Investor must pay the “Remaining Amount” within 7 days from the day following the Offering Closing Date.

e) Consequences of failure to pay the Remaining Amount.

- If The Investor does not pay the Remaining Amount within 7 days from the day following the Offering Closing Date, the Company does not return the Advance Payment to The Investor and cancels the reservation for the Units.

f) Consequences of cancellation of the offering.

- In the event that the collection of funds under the offer in which the Investor has reserved units is cancelled, The Company will return the Advance Payment to The Investor.

7. OFFERING PERIOD.

The Company shall hold the Purchase Price in a segregated wallet in the name of the Company established for purposes of the Offering for the benefit of all investors in the Offering until the earliest to occur of the following:

a) The date as of which the Company has both accepted this Subscription Agreement and received binding and funded Subscription Agreements from other purchasers of Units for an amount equal to the Investment Amount (as such term is defined in the Private Offering Memorandum) (the “Fully Subscribed Closing Date”);

b) Any time prior to the Offering Closing Date (as such term is defined in the Private Offering Memorandum) provided that the Company has both accepted this Subscription Agreement and received binding and funded Subscription Agreements from other purchasers of Units Investment described in the Private Offering Memorandum is ready to be consummated; and

c) The earliest to occur of such time as (i) the Company rejects Investor's subscription, or (ii) the Company or the Managing Member otherwise determines not to consummate the transaction described in the Private Offering Memorandum.

d) Investor accepts that the Company shall not bear any charges related to the payment. Investor bears hosting fees, payment processing fees, blockchain gas fee, conversion fees, taxes and other governmental charges incurred in connection with this Agreement Subject.

8. NO GUARANTEE OF ACCEPTANCE BY COMPANY.

a) Investor acknowledges that its subscription to purchase the Units may be accepted or rejected by the Company, in whole or in part, in its sole and absolute discretion, but may not be terminated or withdrawn without the Managing Member's consent.

b) Without limiting the foregoing, Company's acceptance of Investor's subscription shall be contingent in its entirety upon (i) Company's verification of Investor's status as an "Accredited Investor" (as defined below) if required and (ii) successful completion of anti-money laundering, suitability, and know your customer reviews as required by any broker-dealer offering the Company's securities and applicable law.

c) The Company's signature on this Subscription Agreement does not constitute final acceptance of the subscription until conditions (i) and (ii) have been met. If Company rejects Investor's subscription, Company will notify Investor by electronic mail _____ within five (5) business days after such rejection.

9. COMPANY LLC AGREEMENT.

a) The Investor's purchase and ownership of the Units shall be subject to the terms and conditions of this Agreement and the Company LLC Agreement (together, the "Transaction Documents"), including, without limitation, limitations on Investor's ability to transfer Units.

b) A copy of the Company LLC Agreement is attached hereto as Exhibit A.

c) If the Investor's subscription is accepted by the Company, the Investor agrees to comply fully with the terms of this Agreement and the Company LLC Agreement.

10. DELIVERY.

a) To complete the acquisition of Units, the Investor is required to deliver to the Company both the Purchase Price and an executed copy of this Subscription Agreement. This Subscription Agreement shall be signed and completed by an electronic signature.

b) The Investor acknowledges and agrees no certificates for the Units will be issued. For the successful completion of the purchase of the Units, the Company is obligated to provide the Investor with an executed copy of this Agreement through Investor's Personal Account at <https://squarefi.co>

11. USE OF PLATFORM.

a) **The Purchase of the Units**, including the collection of Investor information and transaction execution services shall be effectuated through use of the online platform found at <https://squarefi.co> and maintained by SquareFI Properties LLC.

b) **For the funds deposited** in the designated crypto-wallet, only the Company have access to and control over the disposition of these funds. The SquareFi platform is granted access solely to information pertaining to the flow of funds within the wallet but does not possess any authority to initiate or authorize transactions from this wallet.

12. REPRESENTATIONS & WARRANTIES OF COMPANY.

In connection with the Sale of Units in the Company, the Company represents and warrants as follows:

a) **Organization and Good Standing.** The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Wyoming, having full power and authority to carry on its business as conducted and contemplated by this Agreement.

b) **Enforceability.** This Subscription Agreement, when executed and delivered by the Company, will constitute a valid and legally binding obligation, enforceable in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

c) **Requisite Power.** All actions, agreements, understandings, certificates or other acts or documents necessary to provide the Company with the requisite power and authority to materially carry out the purpose of the Company have been completed or will be completed in a timely manner.

13. REPRESENTATIONS & WARRANTIES OF INVESTORS.

In connection with the Investor's investment in the Company, the Investor represents, warrants and agrees with the Managing Member and the Company as follows:

a) Power and Authority.

- The Investor has the full right, power and authority to execute and deliver this Subscription Agreement and the Company LLC Agreement and is acquiring the Units solely for the Investor's own account for investment and not with a view to distribution or resale.

- The execution and delivery by the Investor of this Subscription Agreement, the consummation of the transactions contemplated hereby and the performance of the obligations hereunder and under the Company LLC Agreement will not conflict with, or result in any violation of or default under any provision of any governing instrument applicable to the Investor; any agreement or instrument to which the Investor is a party or by which it or any of its properties are bound; or any permit, franchise, judgment, decree, statute, rule or regulation applicable to the Investor or its business or properties.

b) Investor Status.

- The Investor confirms that they have read and understood the definition of an "accredited investor" as provided in the Investor Packet.
- The Investor acknowledges that if they are uncertain about their accredited investor status, they can inquire directly with the Company before making their investment.
- The Investor understands their responsibility to provide accurate information regarding their accredited investor status to comply with the Company's requirements.
- The Investor represents and warrants that they are either an "Accredited Investor" as defined in Rule 501(a) of the Securities Act or a sophisticated non-accredited investor, as described in the Accredited and Sophisticated Investor Questionnaire.
- The Investor agrees to provide any additional assurances of their accredited or sophisticated status as reasonably requested by the Company.
- The Investor understands that the KYC verification is carried out not directly by SquareFI Properties LLC, but by a third party – Veriff (website: <https://www.veriff.com/company>). In this regard, SquareFI Properties LLC does not bear the risks of adverse consequences associated with cheating the KYC verification and others illegal actions.

c) Investor Information.

- All information submitted by the Investor to the Company in documents and forms submitted by Investor, including information submitted through the Platform and all representations made by Investor in connection with this Subscription Agreement and the Company LLC Agreement are accurate and complete as of the date provided and Investor knows of no circumstance which has arisen which has made, or which would, with the passage of time, make any such information or representations inaccurate in any material respect.

d) Sufficient Experience.

- The Investor has such knowledge, sophistication and experience in business and financial matters that the Investor is capable of evaluating the merits and risks of an investment in the Company.
- The Investor has the ability to accept the high risk and lack of liquidity inherent in an investment in the Company and can afford a complete loss of the investment in the Company.
- The Investor's investment in the Company is consistent with the investment purposes and objectives and cash flow requirements of the Investor and such investment will not adversely affect the Investor's overall need for diversification and liquidity.

e) Company LLC Agreement and other materials.

By signing this agreement, the Investor also confirms that:

- He has read (i) the Company LLC Agreement and (ii) the Risk Factors, all of which have been made available on the Platform to the Investor in connection with a potential investment in the Company.
- He acknowledges that the Investor is familiar with the terms of the Company LLC Agreement and this Subscription Agreement.

- There are limited provisions for transferability of Units under the terms of the Company LLC Agreement and by reason of applicable securities laws;
- He may not make any withdrawal from the Company;
- An investment in the Company is an illiquid investment and that the Investor must be prepared to hold on to its investment in the Company for an indefinite period of time;
- Except as provided in the Company LLC Agreement, the Investor is not entitled to cancel, terminate or revoke the Investor's subscription for the Units or any agreement thereunder;
- In order to avoid the potential application of special fiduciary obligations to the Managing Member, the Managing Member may, at its sole discretion, restrict investments in the Company;
- The method of compensation under the Company LLC Agreement between the Company, on the one hand, and the Managing Member and/or its designees, on the other hand, and understands the terms and conditions of the carried interest and management fee of the Company; and
- Any taxes, fees or other charges that the Company or the Managing Member is required to withhold under applicable law with respect to the Investor will be so withheld (and paid to the appropriate governmental authorities) and that the Company and the Managing Member may withhold such taxes, fees or other charges from amounts otherwise distributable to the Investor, or debit such amount from the capital account of the Investor and withdraw cash therefrom to fund payment of such taxes, fees or other charges. In addition, the Company and the Managing Member may withhold otherwise distributable amounts for, or debit (and withdraw cash to fund payment of), any reasonable expenses (including attorney's or accountant's fees and expenses) incurred by the Company or the Managing Member in connection with the determination of the applicable withholding obligation.
- Any debit or cash withdrawal from the Investor's capital account to pay for such taxes, fees, expenses or other charges shall be deemed, in the discretion of the Managing Member, either (i) a distribution from the Investor's capital account (which need not result in pro rata distributions to other Investor Members), thereby reducing the balance of the Investor's unreturned capital account balance, or capital account, as applicable or (ii) a demand loan from the Company to such Investor Member.

f) Certain Risks.

By signing this agreement, the Investor also confirms that he is familiar with the fact that an investment in the Company involves substantial risk, including those risks set forth in the document titled Risk Factors which is part of the Investor Packet which has been physically and/or electronically provided to the Investor, and has been made available to the Investor on the Platform, for which the Investor hereby confirms having read and understood, including, without limitation, the following:

- The Company has no operating history;
- An investment in the Company requires a long-term commitment, it is illiquid and not suitable for Investors who need access to their funds within a short period of time;
- Investors in the Company may lose all or part of their investment should fail to perform or if the Company is otherwise negatively or adversely impacted;

- There is no guarantee of distributions, Investors will not be able to rely upon distributions on any fixed schedule or otherwise;
- No federal or state agency has reviewed or approved the Units, the offering thereof, the Company LLC Agreement or this Subscription Agreement or made any findings or determination as to the fairness of an investment in the Company; and
- The Company is not registered as an investment company under the Investment Company Act and relies on certain exclusions and/or exemptions therefrom. Accordingly, the provisions of the Investment Company Act intended to provide various protections and regulatory safeguards to investors will not be extended or applicable to the Company and Investors.

g) Private Placement of Unregistered Securities.

The Investor understands that:

- The Units have not been registered under the Securities Act (and that no such registration is contemplated) and are being sold in reliance upon an exemption from the registration requirements of the Securities Act provided by Regulation S promulgated under the Securities Act.
- It is not anticipated that there will be any market for its Units and the Investor must, therefore, bear the economic risk of this investment for the term of the Company.
- The Investor may not sell, hypothecate, pledge or otherwise dispose of the Units in whole or in part except in compliance with the Company LLC Agreement and unless the Units either have been registered under the Securities Act and any applicable state securities law, or are exempt from the registration requirements of the Securities Act and any such state securities law.

h) Investor's Due Diligence.

- The Investor has conducted its own due diligence, tax and other advisors.
- Investor confirms that Investor has had the opportunity to ask questions of and receive answers from the Managing Member or its Affiliates concerning the terms and conditions of the Company LLC Agreement and all such questions have been answered to Investor's satisfaction and Investor understands the Company LLC Agreement.

i) No Regulatory Disqualification.

Investor hereby represents and confirms the following:

- The Investor has not been convicted of certain crimes related to the sale of securities or making false statements to the SEC in the past 10 years.
- The Investor has not been subject to certain court orders related to securities or making false statements to the SEC in the past 5 years.
- The Investor is not the subject of certain orders or bars related to fraudulent, manipulative, or deceptive conduct from certain regulatory agencies.
- The Investor has not been subject to certain SEC orders related to anti-fraud provisions in the past 5 years.
- The Investor has not been suspended or expelled from certain securities associations.

- If the Investor is acting on behalf of Beneficial Owners, the representations made in this agreement apply to both the Investor and the Beneficial Owners, and the Investor has authority to act on behalf of the Beneficial Owners.
- The Investor is not subject to certain investigation or notice related to securities regulations or false representation orders.
- The Investor guarantees that the funds used in this transaction are not obtained as a result of illegal activity and are not a means of committing a crime.
- The Investor confirms that it has conducted due diligence regarding the source of its funds and is satisfied that they were not obtained as a result of illegal activities.
- The Investor agrees to have his sources of funds audited at the request of The Company or authorized authorities.

j) Regulation S Compliance.

- The Investor hereby declares and warrants that they are not a U.S. citizen, as defined under Regulation S of the Securities Act of 1933.
- This offering is strictly made in compliance with Regulation S, and consequently, U.S. citizens are not eligible to participate in this transaction. Any misrepresentation in this regard shall result in the immediate disqualification of the Investor's subscription and may lead to further legal action.

k) Verification of Citizenship.

- The Investor acknowledges that SquareFi is not responsible for verifying the accuracy of the citizenship information provided by the Investor.
- The Investor bears sole responsibility for ensuring the accuracy and truthfulness of such information.

14. MONEY LAUNDERING PROTECTIONS.

- a) The rules and regulations administered by the OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain countries, territories, entities and individuals.
- b) The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/offices/enforcement/ofac/> ("OFAC's Website").
- c) In addition, the programs administered by OFAC ("OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.
- d) The Company Parties and their respective affiliates and service providers seek to comply with all applicable laws and regulations concerning money laundering and related activities and in furtherance thereof, they require the following representations from the Investor and may implement additional restrictions on the Units and requirements on Investor Members of the Company.
- e) The Investor should check OFAC's Website before making the following representations.

15. CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS.

- a) The funds for the Investor's capital contributions to the Company will not originate from, nor will they be routed through, an account maintained at any VASP.
- b) The Investor acknowledges and agrees that any distributions paid to it will be paid to the same account from which its capital contributions to the Company were originally remitted, unless the Managing Member expressly agrees otherwise in writing.
- c) None of the Investor's contributions or payments to the Company, to the extent that they are within the Investor's control, shall cause any of the Company Parties to be in violation of anti-money laundering rules and regulations, including, without limitation, the AML Regulations.

16. INDEMNIFICATION.

- a) The Investor understands the meaning of the representations made by the Investor in this Subscription Agreement and hereby agrees to indemnify and hold harmless each of the Company Parties, the other Investor Members of the Company, and each of their respective officers, directors, shareholders, members, partners, agents, attorneys and affiliates, and each other person, if any, who controls, is controlled by, or is under common control with, any of the foregoing, within the meaning of Section 15 of the Securities Act, and to hold such persons and firms harmless, from and against any and all loss, liability, claim, damage or expense whatsoever (including costs and reasonable attorneys' fees and all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which they may be put or which they may incur by reason of, or in connection with:
 - Any false representation or warranty or misstatement or omission made by or on behalf of the Investor in this Subscription Agreement or in any other document furnished by the Investor to any of the foregoing in connection with the Investor's investment in the Company.
 - Any breach or failure by the Investor to comply with any covenant or agreement made by the Investor in this Subscription Agreement or in any other document furnished by the Investor to any of the foregoing in connection with the Investor's investment in the Company.
 - The assertion by any party (including an Investor's Beneficial Owners, if any) that the Investor lacks the proper authorization to enter into this Subscription Agreement or the LLC Agreement or perform the Investor's obligations under the Subscription Agreement or the LLC Agreement.
 - Any action for securities law violations instituted by the Investor which is finally resolved by judgment against the Investor. The provisions of this Section 11 shall survive any termination of this Subscription Agreement.
- b) **Consequence of Misleading Information.**
 - If the Investor provides misleading or false information regarding their citizenship status, SquareFi reserves the right to refuse service and terminate the Investor's subscription. The Investor

shall indemnify and hold SquareFi harmless from any liability, loss, or expense arising from such misrepresentation.

c) Liability for Fraudulent Registration.

- In the event a U.S. citizen fraudulently registers on the Platform, for instance by using a second passport or any other means of misrepresentation, SquareFi and its affiliates shall bear no liability for any claims or damages arising out of such fraudulent registration. All responsibilities and consequences thereof shall be borne solely by the Investor.

d) Liability for violation of requirements for the legality of funds.

- If it turns out that the funds used in this transaction were obtained as a result of illegal activities, The Investor undertakes to compensate The Company for all losses incurred in connection with this.

- The Company, in turn, has the right to terminate this Agreement if it turns out that the funds used in this transaction were obtained as a result of illegal activities.

17. POWER OF ATTORNEY.

- The Investor, as principal, hereby appoints the Managing Member with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead to make, execute, sign, acknowledge, swear to and file (i) any partnership certificate, business certificate, fictitious name certificate, amendment thereto, or other instrument or document of any kind necessary or desirable to accomplish the business purpose and objectives of the Company, or required by any applicable federal, state or local or foreign law; (ii) the LLC Agreement and any amendment duly adopted or approved as provided therein; (iii) any and all instruments, certificates and other documents which may be deemed necessary or desirable to effect the winding up and termination of the Company; and (iv) to take any or all other actions listed in Section 12.2 of the LLC Agreement.

- This power of attorney is coupled with an interest, is irrevocable and shall survive and shall not be affected by the subsequent death, dissolution, bankruptcy or incapacity of the Investor.

- Any amendments of the LLC Agreement, as aforesaid, when prepared by said attorney-in-fact shall be deemed a part of the LLC Agreement and incorporated therein by reference, as of the effective date of such amendment thereto, to the same extent as if attached thereto and incorporated therein by reference on the date thereof.

18. ELECTRONIC REPORTING AND COMMUNICATIONS.

- The Investor understands and agrees that in accordance with the terms of the LLC Agreement, the Managing Member is entitled, in its sole discretion, to transmit any financial reports and statements and any other notices required or permitted to be delivered by any of the Company Parties (collectively, the "Subject Reports") to the Investor by electronic means, including via e-mails or

granting the Investor access to a database or other forum hosted on the Platform or a website designated by the Managing Member.

- The Investor hereby confirms its consent to the delivery of the Subject Reports by electronic means and that e-mails will be sent to the most current e-mail address provided by the Investor through the Platform.

19. RELIANCE ON REPRESENTATIONS & COVENANT TO UPDATE.

The Investor understands and agrees that:

a) Reliance.

- The Company Parties will rely on the representations, warranties, agreements, undertakings and acknowledgements made by the Investor in determining the Investor's suitability as a purchaser of Units and the Company's compliance with federal and state securities laws and that such representations, warranties, agreements, undertakings and acknowledgements will survive the Investor's admission as an Investor Member.

b) Additional Information.

- Each of the Company Parties may request from the Investor such additional information as they may deem necessary to evaluate the eligibility of the Investor to acquire Units or to verify the identity of the Investor and its Beneficial Owners (if any), and may request from time to time such information as it may deem necessary or convenient to determine the eligibility of the Investor to hold Units or to enable the Company Parties to determine their compliance with applicable regulatory requirements (including any laws and regulations pertaining to withholding, money laundering and similar activities or the Company's compliance with applicable securities laws or exemptions therefrom) or the tax status of the Company.

- The Investor agrees to provide such information Companies Parties may reasonably request and acknowledges that none of the Company Parties shall have responsibility for any loss arising as a result of a failure to process the subscription application if any such information that has been required by any of the Company Parties or their respective affiliates and service providers has not been provided by the Investor in a timely manner.

- Without limiting the foregoing, if, prior to the Closing Date, any facts or circumstances set forth by the Investor in this Subscription Agreement change, including if, in any respect, any information or representations and warranties set forth in this Subscription Agreement shall not be true or accurate as of the Closing Date, the Investor shall give immediate notice of such fact to the Managing Member, specifying which representations and warranties are not true or accurate and the reasons therefor.

- In the absence of any such notice from the Investor, the Managing Member is hereby authorized to, and shall, rely on the accuracy of all such information from the Investor.

20. DISCLOSURE OF INVESTOR INFORMATION.

- Any Investor Information submitted through the Platform shall be subject to the Platform's privacy policy, available at www.squarefi.co.
- The Investor further understands that each of the Company Parties may release information (regardless of whether such information is confidential) about the Investor and, if applicable, any of its Beneficial Owners, to proper authorities if any of such Company Parties, in its sole discretion, determines that it is in the best interests of the Company.
- The Investor acknowledges that in furtherance of the foregoing, the Company Parties and their respective affiliates and service providers may be obliged under applicable laws to submit information to the relevant regulatory authorities if any of the Company Parties and/or its respective affiliates and service providers know, suspect or have reasonable grounds to suspect that any person is engaged in any criminal activity or providing financial assistance to any criminal activity or terrorism.
- In addition, rules and regulations applicable to the Company Parties and regulators and government authorities such as the SEC may require the Company Parties to publicly disclose any information about or otherwise provided by the Investor.
- The Investor hereby consents to such disclosures and acknowledges and agrees that the Investor may not receive any notice of such disclosures or that any report has been made to any regulatory authority.

21. WITHHOLDING/FATCA WITHHOLDING.

- The Investor understands and agrees that the Managing Member may from time to time request from the Investor such additional information as the Managing Member may deem necessary or appropriate to fulfill any tax withholding obligation relating to the Investor, including any documentation necessary or reasonably requested to establish the Investor's eligibility for benefits under any applicable tax treaty or to establish the Investor's compliance with Section 1471 through Section 1475 of the Internal Revenue Code ("FATCA").
- The Investor agrees to promptly notify the Managing Member in writing if (a) the IRS terminates any agreement entered into with the Investor relating to tax withholding, or (b) there is any change in any information provided by the Investor to the Managing Member relating to tax withholding, including any change in information previously provided by the Investor on IRS Form W-9 or Form W-8.
- The Investor acknowledges that the Company may be required to withhold tax, including a 30% tax under FATCA, on some or all payments made by the Company to the Investor unless and until the Managing Member is satisfied that the Investor has fully complied with the requirements for avoiding tax withholding, including tax withholding under FATCA, as applicable to the Investor.

22. GOVERNING LAW, SEVERABILITY AND ENTIRE AGREEMENT.

- The Investor agrees that the construction and interpretation of this Subscription Agreement shall be governed by the laws of the State of Wyoming, without regard to such jurisdiction's principles of conflicts of laws.
- If any provision of this Subscription Agreement is found or held to be invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law.
- Any provision hereof which may be found or held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any of the other provisions hereof, and to this extent the provisions hereof shall be severable.
- The Investor agrees that this Subscription Agreement (together with the LLC Agreement) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof; and it supersedes any prior agreement or understandings among them, oral or written, with respect to the subject matter hereof, all of which are hereby canceled.

IN WITNESS WHEREOF, and intending to be legally bound, the Company has executed this Subscription Agreement as of the day set forth below:

By Managing Member

By Investor

Name Surname

Name Surname

Date

Date

(signature)

(signature)