



**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
BITQUITY CAPITAL FUND, LP**

**A Wyoming Limited Partnership
30 N Gould St. Ste. R, Sheridan, WY 82801
Dated: April 7, 2025**

IMPORTANT NOTICE

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THEY ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM REGISTRATION REQUIREMENTS. THESE SECURITIES MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY THE SECURITIES ACT AND APPLICABLE STATE LAWS.

I. INTRODUCTION

Bitquity Capital Fund, LP (the "Fund") is a private investment fund formed as a Wyoming Limited Partnership. The Fund is managed by its General Partner, Bitquity Capital, Inc., and advised by Bitquity Capital Management, LLC. The Fund is designed to pursue a discretionary, high-yield strategy primarily involving exposure to Bitcoin and related instruments, while preserving capital and optimizing yield.

II. INVESTMENT OBJECTIVE & STRATEGY

The Fund seeks to generate risk-adjusted returns by taking advantage of inefficiencies in Bitcoin ETF markets and strategic allocation to direct Bitcoin purchases. Key elements include:

- **ETF Arbitrage:** Exploiting price disparities between Bitcoin ETFs, futures, and spot prices.
 - **Options & Derivatives Hedging:** Using puts, calls, and structured trades to hedge positions.
 - **Market-Making & Liquidity Capture:** Leveraging intra-day volatility for tactical trades.
 - **Yield Enhancement:** Engaging in structured financing and interest-bearing instruments.
 - **Bitcoin Accumulation:** Allocating up to 10% of quarterly net profits to purchase Bitcoin directly through regulated custodians (Paxos and Interactive Brokers), consistent with the Fund's Strategic Bitcoin Allocation Program.
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III. FUND STRUCTURE

Fund Name: Bitquity Capital Fund, LP
General Partner: Bitquity Capital, Inc.
Investment Manager: Bitquity Capital Management, LLC
Administrator: NAV Fund Solutions
Domicile: Wyoming
Minimum Investment: \$100,000
Lock-Up Period: 3 years from initial investment
Redemption Terms: Quarterly, with 60-day notice, post lock-up
Management Fee: 3% per annum on AUM
Performance Fee: 30% of net profits (carried interest)
Custodians: Paxos and Interactive Brokers
Address: 30 N Gould St. Ste. R, Sheridan, WY 82801

IV. RISK FACTORS

Investing in the Fund involves risks, including but not limited to:

- **Market Risk:** Price volatility of Bitcoin and ETFs may affect Fund returns.
 - **Regulatory Risk:** Evolving government policies or regulatory shifts could affect holdings.
 - **Liquidity Risk:** Market disruptions may delay redemptions or executions.
 - **Operational Risk:** Fund performance may be impacted by technical or human errors.
 - **Management Risk:** Strategies may not produce intended results under all conditions.
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V. HOW TO INVEST

Request Subscription Documents: Contact us at info@bitquitycapital.com to initiate your subscription.

Review Legal Documents: Prospective investors must review the Fund's Limited Partnership Agreement (LPA).

Submit Capital: Once approved, wire instructions and escrow details will be provided.

Wire Instructions:

Bank: Bank of America

Branch: 30 N Gould St. Ste. R, Sheridan, WY 82801

Account Number: 325203535138

Routing Number: 121000358

Wire Routing: 026009593

Email Contact: sergio@bitquitycapital.com

VI. TAXATION

The Fund is structured as a pass-through partnership for federal income tax purposes. Each investor will receive a Schedule K-1 annually. Investors are encouraged to consult with a tax advisor regarding the implications of investing in the Fund.

VII. REGULATORY STATUS

The Fund is offered under Regulation D Rule 506(c) and is exempt from registration under the Investment Company Act of 1940 (Section 3(c)(1)). The Investment Manager intends to operate as an Exempt Reporting Adviser (ERA) under Rule 203(m)-1 of the Investment Advisers Act of 1940 and will maintain assets under \$150 million.

VIII. CONFIDENTIALITY & COMPLIANCE

All information provided herein is confidential and proprietary. Redistribution of this document is strictly prohibited. The Fund maintains strict compliance with applicable securities laws and investor protections. All capital flows, valuations, and performance metrics are independently administered by NAV Fund Solutions.

IX. CONCLUSION

Bitquity Capital Fund, LP offers accredited investors an opportunity to participate in a regulated, strategically managed vehicle with targeted Bitcoin exposure. The Fund's approach prioritizes yield generation, risk mitigation, and capital preservation.

X. CONTACT

Bitquity Capital Management, LLC
Address: 30 N Gould St. Ste. R, Sheridan, WY 82801
Email: info@bitquitycapital.com
Website: www.bitquitycapital.com
General Inquiries: Info@bitquitycapital.com
General Partner Email: Sergio@BitquityCapital.com
Mobile: Call and Text: 949-878-8949

FOR ACCREDITED INVESTORS ONLY

This Private Placement Memorandum does not constitute an offer to sell or a solicitation of an offer to buy any securities. Offers are made only pursuant to the definitive legal documents, including the LPA and Subscription Agreement.

SUBSCRIPTION AGREEMENT

BITQUITY CAPITAL FUND, LP
30 N Gould St. Ste. R, Sheridan, WY 82801
(UPDATED APRIL 7, 2025)

This Subscription Agreement ("Agreement") is dated _____ ("Date") and is between Bitquity Capital Fund, LP, a Wyoming limited partnership ("Company"), and _____ ("Subscriber Name or Entity").

All capitalized terms used but not defined in this Agreement are defined in the Limited Partnership Agreement dated [Effective Date], a copy of which has been provided to Subscriber.

BACKGROUND

The parties acknowledge that:

- Company was formed as a limited partnership under the laws of the State of Wyoming by filing its Certificate of Limited Partnership in the office of the Secretary of State;
- The existing Partners have fully set out their respective rights and duties with respect to Company and its assets in the Limited Partnership Agreement;
- Subscriber is an Accredited Investor as defined by 17 Code of Federal Regulations § 230.501(a) (Regulation D Rule 501a) and has provided a certificate to that effect by an independent third-party verifier; and
- Subscriber wishes to purchase from Company, and Company wishes to issue to Subscriber, an ownership interest in Company in the form of Limited Partnership Interest in the Company.

Therefore, Company and Subscriber agree as follows:

AGREEMENT

1. AGREEMENT TO PURCHASE AND SELL

Subscriber agrees to purchase from Company, and (subject to Section 4) Company agrees to issue and sell to Subscriber a minimum of \$100,000 in _____ (Units: 1 Share per \$1000) BITQUITY CAPITAL _____ (Dollar Amount) Class A Limited Partnership Investment Units in Company (the Purchased Interest).

2. CONSIDERATION

In consideration of the issuance and sale of the Purchased Interest, Subscriber agrees to make:

- (a) A Capital Contribution to Company in the amount set forth on Exhibit A (attached and incorporated); and
- (b) A commitment to make additional capital contributions to the Company as described in the Limited Partnership Agreement.

3. CLOSING DATE

Company shall designate the time, date, and place for the closing of the purchase and sale of the Purchased Interest ("Closing"). Closing must occur within 14 days of the date of this Agreement.

4. REJECTION OF SUBSCRIPTION

At or before the Closing, Company may, in its sole discretion and for any reason, elect not to accept Subscriber's subscription, in whole or in part. If Company rejects the subscription, Company shall refund all funds Subscriber submitted to Company in connection with the rejected subscription.

5. DEFAULT

If Subscriber defaults on its obligations under this Agreement, within five days after providing notice of the failure, Company may:

- (a) Refuse to issue the Purchased Interest to Subscriber if the default occurs before the Closing;
- or
- (b) Revert all rights, title, and interest in the Purchased Interest to Company and rescind the transactions contemplated by this Agreement if the default occurs after the Closing.

6. FAILURE OF CLOSING TO OCCUR

Other than the obligation to refund funds to Subscriber under Section 4, Company has no liability to Subscriber if the Closing fails to occur or if Company fails to issue the Purchased Interest to Subscriber.

7. SUBSCRIBER'S OBLIGATIONS

By executing this Subscription Agreement, Subscriber agrees to be bound by the terms of the Limited Partnership Agreement, including a three-year lock-up period for capital contributions, and any other documents Company determines appropriate, advisable, or necessary to consummate the contemplated transactions.

8. SUBSCRIPTION IRREVOCABLE

Except as provided under state securities laws, this subscription is irrevocable on the part of Subscriber.

9. SUBSCRIBER REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGEMENTS

Subscriber represents and warrants to Company as follows:

- (a) The undersigned has received the Confidential Private Placement Memorandum of the Company (including all exhibits, schedules and other material attached thereto "Offering Memorandum") and was given more than sufficient time to review and consult with independent legal and tax counsel before being presented with this Subscription Agreement.
- (b) Prior to signing this Subscription Agreement, the undersigned has carefully reviewed the Offering Memorandum, and has relied solely on the information contained therein, and information otherwise provided to them in writing by the Company.
- (c) The undersigned understands that all documents, records and books pertaining to this investment have been made available for inspection by their attorney and/or their accountant and/or other representative(s), and themselves, and that the books and records of the Company will be available for inspection by Investors and their attorneys, accountants or other representatives during reasonable business hours at the Company's principal place of business.
- (d) The undersigned has had a reasonable opportunity to ask questions of and receive answers from the Company, concerning the offering of the Partnership Interest, and all such questions have been answered to the full satisfaction of the undersigned.
- (e) No oral representations have been made or oral information furnished to the undersigned in

connection with the offering of the Partnership Interest which were in any way inconsistent with the Offering Memorandum.

(f) The undersigned recognizes that the Company has only recently been organized and has reviewed the operating history; and, that the Partnership Interest as an investment involves significant risks, including those set forth under the caption "Risks of Investment" in the Offering Memorandum.

(g) The undersigned is acquiring the Partnership Interest for his or her own account for investment, and not with a view to the distribution or resale thereof, and understands that the sale of the Partnership Interest has not been registered under the Securities Act of 1933, as amended (the "Act"), or under any state securities laws, but is offered in reliance upon exemptions therefrom for nonpublic offerings. The undersigned understands that the Partnership Interest must be held indefinitely unless the Partnership Interest are subsequently registered under the Act and under certain state securities laws or an exemption or exemptions from such registration are available.

(h) The undersigned further understands that the Company is under no obligation to register the Partnership Interest on their behalf or to assist them in complying with any exemption from registration.

(i) The undersigned understands that the Offering Memorandum has not been filed with or reviewed by any state securities administrators because of the representation made by the Company as to the private or limited nature of the offering.

(j) No other person has a direct or indirect beneficial interest in such Partnership Interest.

(k) The undersigned realizes that he may not be able to sell or dispose of his Partnership Interest as there will be no public market available.

(l) The undersigned, if a corporation, partnership, trust or other entity, is authorized and otherwise duly qualified to purchase and hold such Partnership Interest and to enter into this Subscription Agreement.

(m) Subscriber represents and warrants that they have knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment described in the Offering Memorandum.

(n) Subscriber represents and warrants that they have completed the attached Investor Questionnaire (attached as Exhibit B) and all the information provided within are true and correct.

10. NO FRAUDULENT TRANSFER

Subscriber is not entering into this Agreement with the actual or constructive intent to hinder, delay, or defraud its present or future creditors and is receiving reasonably equivalent value and fair consideration for Subscriber's Capital Contribution.

11. ADDITIONAL REPRESENTATIONS AND WARRANTIES

(a) Clear Title to Capital Contribution: Subscriber's Capital Contribution has been contributed, transferred, assigned, and conveyed to Company free and clear of any liens or other obligations other than those existing on this date and disclosed in writing to Company.

(b) No Securities Registration: The Purchased Interest has not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal

and state exemptions for transactions not involving a public offering and cannot be disposed of unless they are subsequently registered or exempted from registration under the Securities Act and the provisions of this Agreement have been complied with.

(c) Limited Transferability: The transferability of the Purchased Interest is severely limited.

(d) Adverse Impact on Fair Market Value: Some of the restrictions inherent in this form of business and specifically set forth in this Agreement may have an adverse impact on the Fair Market Value of the Purchased Interests if Subscriber attempts to sell or borrow against the Purchased Interest.

(e) No Reporting Requirements: Company will not be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (Securities Act), and will not file reports, proxy statements, or other information with the Securities and Exchange Commission or with any state securities commission.

(f) Acquisition for Own Use: The Purchased Interest is being acquired for Subscriber's own account solely for investment and not with a view to resell or distribute the Purchased Interest.

(g) Independent Review and Analysis: Subscriber has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition, and prospects of Company and its subsidiaries, and Subscriber acknowledges that Subscriber has been provided adequate access to the personnel, properties, premises, and records of Company and its subsidiaries for this purpose.

(h) No Reliance on Partner Representations: Subscriber's decision to acquire the Purchased Interest has been made by Subscriber independent of any other Subscriber or any other Partner and independent of any statements or opinions as to the advisability of the purchase or as to the business, operations, assets, liabilities, results of operations, financial condition, and prospects of Company and its subsidiaries that may have been made or given by any other Subscriber or any other Partner or by any agent or employee of any other Subscriber or any other Partner.

(i) Experience in Financial and Business Matters: Subscriber has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in Company and of making an informed decision.

(j) Economic and Financial Risk: Subscriber bears the economic risk of investment for an indefinite period as the Purchased Interests are not registered under the Securities Act or any state securities laws and cannot be offered or sold unless subsequently registered or unless an exemption from registration is available.

(k) Due Authorization: If this Agreement is signed or joined on behalf of a partnership, trust, corporation, or other entity, the person signing or joining this Agreement on behalf of Subscriber has been duly authorized to sign and deliver this Agreement and all other documents and instruments signed and delivered on behalf of Subscriber in connection with this Agreement and to consummate the transactions contemplated by this Agreement.

(l) No Legal Violations: Subscriber's signing, delivery, and performance of this Agreement does not contravene or result in a default in any material respect under any law or regulation applicable to Subscriber.

(m) No Conflicts: The signing and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement will not, violate any material contractual restriction or commitment of any kind or character to which Subscriber is a party or by which Subscriber is bound.

(n) No Required Consents: The signing, delivery, and performance of this Agreement does not require Subscriber to obtain any consent or approval that has not already been obtained.

(o) Binding Agreement: This Agreement is valid, binding, and enforceable against Subscriber in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles, regardless of whether considered at law or in equity.

(p) Access: Subscriber acknowledges that all documents, records, and books pertaining to this investment have been made available for inspection to Subscriber, its counsel, and its accountants. Subscriber and Subscriber's counsel and accountants have had the opportunity to obtain any additional information necessary to verify the accuracy of the documents presented to them, and to ask questions of and to receive answers from representatives of Company or persons authorized to act on its behalf concerning the terms of this investment and other information as requested.

(q) Brokers: No broker, finder, or intermediary has been paid or is entitled to a fee or commission from Subscriber in connection with the purchase of the Purchased Interest. Subscriber is not entitled to and may not accept any fee or commission.

(r) Indemnification: Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties in this Agreement and agrees to indemnify and hold harmless Company and any affiliate of Company; the officers, Partners, managers, associates, agents, and employees of Company and their affiliates; and any professional advisers to any of the above parties from and against any loss, damage or liability (including costs and reasonable attorneys' fees) due to or arising out of a breach of any representation, warranty or acknowledgement of Subscriber or failure to fulfill any obligation of Subscriber, whether contained in this Agreement or in any other document completed as part of the sale of the Purchased Interest to Subscriber, or arising out of the sale or distribution by Subscriber of any securities in violation of the Securities Act or any applicable state securities laws. Despite any of the representations, warranties, acknowledgements, or agreements made in this Agreement by Subscriber, Subscriber does not by this Agreement nor by any other manner waive any rights granted to Subscriber under federal or state securities laws.

(s) Subject to Limited Partnership Agreement: The Purchased Interest subscribed for in this Agreement is subject to the terms of the Limited Partnership Agreement at all times.

(t) Confidentiality: Subscriber agrees on behalf of Subscriber and any designated representative, to keep any nonpublic information acquired about Company under this Agreement or otherwise confidential at all times. Nothing in this Subsection imposes a confidentiality obligation on such persons in connection with: any information that such persons already possessed and had acquired from sources other than Company, or any matter that is public knowledge at the date of this Agreement or later becomes public knowledge through no act or failure to act by Subscriber or Subscriber's designated representatives.

(u) Survival: Subscriber's representations and warranties survive the Closing. Subscriber represents and warrants that the representations, warranties, and acknowledgements set forth above are true and accurate as of this date and as of the Closing. If these representations and warranties are not true before the Closing in any respect, Subscriber must give prompt written notice to Company.

12. BINDING EFFECT

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of Subscriber and to respective successors, personal representatives, heirs, and assigns.

13. FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated by it, Company and Subscriber agree to provide further assurances if requested by Company or any other Subscriber or any Partner. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

14. NO WAIVER

Failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of the right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

15. GOVERNING LAW

This Agreement is governed, construed, and administered according to the laws of Wyoming, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Wyoming or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Wyoming.

16. DISPUTE RESOLUTION

Any disputes arising out of this Agreement shall be resolved through arbitration in Wyoming in accordance with the rules of the American Arbitration Association.

17. EQUITABLE REMEDIES

Each party to this Agreement acknowledges that its breach or threatened breach of any of its obligations under this Agreement would give rise to irreparable harm to the other parties and monetary damages would not be an adequate remedy. Therefore, each party to this Agreement agrees that if any party breaches or threatens to breach any of its obligations, each of the other parties to this Agreement will be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from a court of competent jurisdiction (without any requirement to post bond). These equitable remedies are in addition to all other rights and remedies that may be available in respect of the breach.

18. ATTORNEYS' FEES

If any party to this Agreement institutes any legal cause of action against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees, expenses and court costs.

19. REMEDIES CUMULATIVE

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

20. NOTICES

Unless otherwise stated, all notices, requests, consents, claims, demands, waivers, and other communications called for under this Agreement must be in writing and will be deemed given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during recipient's normal business hours, and on the next business day if sent after normal business hours of the recipient; or
- (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

If notice is required to be given to a minor or incapacitated individual, notice must be given to the minor or incapacitated individual's parent or legal representative. The written notice must be sent to the respective parties at the party's last known address (or at the address a party has specified in a notice given in accordance with this Section). Subscriber shall notify the Company in writing within five days of any change to Subscriber's address.

All notices must be in writing and sent to:

If to Company:

Bitquity Capital Fund, LP
30 N Gould St. Ste. R, Sheridan, WY 82801

21. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

22. SEPARATE COUNSEL

Each party acknowledges being advised to seek separate counsel and having had adequate opportunity to do so.

23. FUND ADMINISTRATOR

NAV Fund Solutions serves as the Fund Administrator for the Company. The Fund Administrator is responsible for calculating the Net Asset Value of the Fund, maintaining Fund records, processing subscriptions and redemptions, and providing investor services. Subscriber acknowledges and consents to the appointment of NAV Fund Solutions as the Fund

Administrator and authorizes the Fund Administrator to perform all administrative duties on behalf of the Company.

24. AMENDMENTS

This Agreement may only be amended by written instrument executed by all parties.

25. MULTIPLE ORIGINALS

This Agreement may be executed in counterparts.

26. SIGNATURES

Date: _____

SUBSCRIBER:

Signature: _____

Name: _____

GENERAL PARTNER:

Bitquity Capital, Inc.

By: _____

Its: General Partner

EXHIBIT A

CAPITAL CONTRIBUTION

\$ _____ (Dollar Amount)

for _____ Units (Units: 1 Share per \$1000)

Class A Limited Partnership Investment Units in Bitquity Capital Fund, LP.

EXHIBIT B

INVESTOR QUESTIONNAIRE

CONFIDENTIAL

This Investor Questionnaire is being furnished to you to determine your status as an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended. This information will be used to determine whether you meet the criteria for investing in Bitquity Capital Fund, LP (the "Fund").

Please complete this questionnaire by checking the appropriate boxes and providing the requested information.

PART 1: INVESTOR INFORMATION

Full Legal Name: _____
Entity Name (if applicable): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____
Social Security No. / Tax ID No.: _____
Date of Birth / Date of Formation: _____

PART 2: ACCREDITED INVESTOR STATUS

Please check all applicable categories:

FOR INDIVIDUALS:

- Net Worth Test: I have an individual net worth, or joint net worth with my spouse or spousal equivalent, in excess of \$1,000,000. For purposes of this calculation, net worth means the excess of total assets at fair market value over total liabilities. This calculation EXCLUDES the value of my primary residence and the related amount of indebtedness secured by the primary residence up to its fair market value.
- Income Test: I had individual income in excess of \$200,000 in each of the two most recent years, or joint income with my spouse or spousal equivalent in excess of \$300,000 in each of those years, and have a reasonable expectation of reaching the same income level in the current year.
- Professional Certification: I hold in good standing one or more professional certifications, designations, or credentials from an accredited educational institution that the Securities and Exchange Commission has designated as qualifying an individual for accredited investor status, such as Series 7, Series 65, or Series 82 licenses.
- Knowledgeable Employee: I am a "knowledgeable employee" of the Fund, as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940.

FOR ENTITIES:

- Financial Institution: The undersigned is a bank, savings and loan association, broker/dealer, insurance company, investment company, registered investment adviser, or other financial institution.
- Business Development Company: The undersigned is a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940.
- Small Business Investment Company: The undersigned is a small business investment company licensed by the U.S. Small Business Administration.
- Private Business Development Company: The undersigned is a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.
- Entity Owned by Accredited Investors: The undersigned is an entity in which all equity owners are Accredited Investors.
- Entity with \$5 Million in Assets: The undersigned is a corporation, limited liability company, partnership, or other entity with total assets in excess of \$5,000,000 that was not formed for the

specific purpose of acquiring interests in the Fund.

Trust with \$5 Million in Assets: The undersigned is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring interests in the Fund, and whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

Family Office: The undersigned is a "family office" as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 with (i) assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose investments are directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

Family Client: The undersigned is a "family client" as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 of a family office meeting the requirements set forth in the previous item.

PART 3: THIRD-PARTY VERIFICATION

In accordance with Rule 506(c) of Regulation D, the Fund is required to verify your status as an Accredited Investor. Please indicate which method of third-party verification you prefer:

I will provide written confirmation from one of the following third parties that I have been verified as an Accredited Investor within the last 90 days:

- A registered broker-dealer
- An investment adviser registered with the SEC
- A licensed attorney in good standing
- A certified public accountant in good standing

I authorize the Fund to contact the following third-party verifier to confirm my Accredited Investor status:

Name: _____

Firm: _____

Phone: _____ Email: _____

Profession: Attorney CPA Registered Investment Adviser Broker-Dealer

PART 4: CERTIFICATION

The undersigned understands that the Fund and its counsel will rely upon the accuracy and completeness of the representations contained herein in determining whether to accept the undersigned as an investor in the Fund. The undersigned represents and warrants that the information provided in this Investor Questionnaire is accurate and complete as of the date hereof, and agrees to promptly notify the Fund in writing if any information herein becomes inaccurate or incomplete.

Signature: _____ Date: _____

Print Name: _____

Title (if applicable): _____

EXHIBIT C

PAYMENT INSTRUCTIONS

Please wire your investment to:

Bank Name: Bank of America

ABA/Routing Number: 121000358

Account Name: Bitquity Capital Fund, LP

Account Number: 325203535138

Reference: [Investor Name]

For Further Credit To: _____

SWIFT Code (for international wires): [Confirm with bank, e.g., BOFAUS3N]

Bank Address: 30 N Gould St. Ste. R, Sheridan, WY 82801

Please notify the Fund Administrator, NAV Fund Solutions, once your wire has been sent by emailing a copy of your wire confirmation to: [Insert NAV Fund Solutions email].