



## **SUBSCRIPTION AGREEMENT BITQUITY CAPITAL FUND, LP**

**30 N Gould St. Ste. R, Sheridan, WY 82801**  
**Updated: April 7, 2025**

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**This Subscription Agreement** ("Agreement") is dated \_\_\_\_\_ ("Date") and is entered into 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 \_\_\_\_\_, a copy of which has been provided to Subscriber.

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## **BACKGROUND**

The parties acknowledge that:

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

Therefore, the Company and Subscriber agree as follows:

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## **AGREEMENT**

### *1. Agreement to Purchase and Sell*

The Subscriber agrees to purchase from the Company, and (subject to Section 4) the Company agrees to issue and sell to the Subscriber, a minimum of \$100,000 in

\_\_\_\_\_ (Units: 1 Share per \$1,000) **BITQUITY CAPITAL**  
\_\_\_\_\_ (Dollar Amount) **Class A Limited Partnership Investment**  
**Units** in the Company (the "Purchased Interest").

### *2. Consideration*

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

- (a) A Capital Contribution to the 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*

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

### *4. Rejection of Subscription*

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

### *5. Default*

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

- (a) Refuse to issue the Purchased Interest to the Subscriber if the default occurs before the Closing; or
- (b) Revert all rights, title, and interest in the Purchased Interest to the 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 the Subscriber under Section 4, the Company has no liability to the Subscriber if the Closing fails to occur or if the Company fails to issue the Purchased Interest to the Subscriber.

## *7. Subscriber's Obligations*

By executing this Subscription Agreement, the 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 the 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 the Subscriber.

## *9. Subscriber Representations, Warranties, and Acknowledgements*

The Subscriber represents and warrants to the Company as follows:

(a) The Subscriber has received the **Confidential Private Placement Memorandum** of the Company (including all exhibits, schedules, and other material attached thereto, "Offering Memorandum") and was given 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 Subscriber has carefully reviewed the Offering Memorandum, relied solely on the information contained therein, and information otherwise provided in writing by the Company.

(c) The Subscriber understands that all documents, records, and books pertaining to this investment have been made available for inspection by their attorney, accountant, or other representative(s), and themselves, and that the books and records of the Company will be available for inspection during reasonable business hours at the Company's principal place of business.

(d) The Subscriber 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 their full satisfaction.

(e) No oral representations have been made or oral information furnished to the Subscriber in connection with the offering of the Partnership Interest that were inconsistent with the Offering Memorandum.

(f) The Subscriber recognizes that the Company has only recently been organized, has reviewed the operating history, and understands that the Partnership Interest involves significant risks, as set forth under "Risks of Investment" in the Offering Memorandum.

(g) The Subscriber is acquiring the Partnership Interest for their own account for investment, not with a view to distribution or resale, and understands that the sale of the Partnership Interest has not been registered under the **Securities Act of 1933**, as amended (the "Act"), or state securities laws, but is offered in reliance upon exemptions for nonpublic offerings. The Subscriber

understands that the Partnership Interest must be held indefinitely unless subsequently registered or an exemption from registration is available.

(h) The Subscriber understands that the Company is under no obligation to register the Partnership Interest or assist in complying with any exemption from registration.

(i) The Subscriber understands that the Offering Memorandum has not been filed with or reviewed by state securities administrators due to the private nature of the offering.

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

(k) The Subscriber realizes they may not be able to sell or dispose of the Partnership Interest as there is no public market available.

(l) If a corporation, partnership, trust, or other entity, the Subscriber is authorized and duly qualified to purchase and hold the Partnership Interest and enter into this Subscription Agreement.

(m) The Subscriber has knowledge and experience in financial and business matters, capable of evaluating the merits and risks of the prospective investment described in the Offering Memorandum.

(n) The Subscriber has completed the attached **Investor Questionnaire** (Exhibit B) and all information provided therein is true and correct.

#### *10. No Fraudulent Transfer*

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

#### *11. Additional Representations and Warranties*

(a) **Clear Title to Capital Contribution:** The Subscriber's Capital Contribution is contributed free and clear of any liens or obligations, except those disclosed in writing to the Company.

(b) **No Securities Registration:** The Purchased Interest is not registered under the Securities Act or other jurisdictions' securities laws, issued in reliance on exemptions for nonpublic offerings, and cannot be disposed of unless registered or exempted.

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

(d) **Adverse Impact on Fair Market Value:** Restrictions in this Agreement may adversely impact the Fair Market Value of the Purchased Interest if the Subscriber attempts to sell or borrow against it.

(e) **No Reporting Requirements:** The Company is not subject to the reporting requirements of the **Securities Exchange Act of 1934**, as amended, and will not file reports with the SEC or state securities commissions.

(f) **Acquisition for Own Use:** The Purchased Interest is acquired for the Subscriber's own account for investment, not for resale or distribution.

(g) **Independent Review and Analysis:** The Subscriber has conducted an independent review of the Company's business, operations, assets, liabilities, financial condition, and prospects, with adequate access to personnel and records.

(h) **No Reliance on Partner Representations:** The Subscriber's decision to acquire the Purchased Interest is independent of statements by other Subscribers or Partners.

(i) **Experience in Financial and Business Matters:** The Subscriber is capable of evaluating the

merits and risks of the investment.

(j) **Economic and Financial Risk:** The Subscriber bears the economic risk of holding the Purchased Interest indefinitely, as it is not registered.

(k) **Due Authorization:** If signed on behalf of an entity, the signatory is duly authorized to execute this Agreement.

(l) **No Legal Violations:** The Subscriber's execution and performance of this Agreement do not contravene applicable laws.

(m) **No Conflicts:** Execution and performance do not violate material contractual restrictions.

(n) **No Required Consents:** No additional consents are needed beyond those already obtained.

(o) **Binding Agreement:** This Agreement is valid, binding, and enforceable, subject to bankruptcy and equity principles.

(p) **Access:** The Subscriber has had access to all necessary documents and information to verify the investment.

(q) **Brokers:** No broker fees are owed by the Subscriber in connection with this purchase.

(r) **Indemnification:** The Subscriber agrees to indemnify the Company against losses due to breaches of representations or violations of securities laws, without waiving rights under federal or state securities laws.

(s) **Subject to Limited Partnership Agreement:** The Purchased Interest is subject to the Limited Partnership Agreement.

(t) **Confidentiality:** The Subscriber agrees to keep nonpublic Company information confidential, except for information already possessed or publicly known.

(u) **Survival:** Representations and warranties survive the Closing, and the Subscriber must notify the Company if they become untrue.

## *12. Binding Effect*

Subject to transfer restrictions, this Agreement binds and benefits the Subscriber and their successors, personal representatives, heirs, and assigns.

## *13. Further Assurances*

The Company and Subscriber agree to sign additional documents or take actions necessary to carry out this Agreement's provisions.

## *14. No Waiver*

Failure to enforce any provision does not waive the right to demand compliance later. Consent to a breach does not waive other breaches.

## *15. Governing Law*

This Agreement is governed by the laws of **Wyoming** and applicable federal law, without regard to choice-of-law rules.

#### *16. Dispute Resolution*

Disputes arising from this Agreement shall be resolved through arbitration in Wyoming per the rules of the **American Arbitration Association**.

#### *17. Equitable Remedies*

A breach of this Agreement may cause irreparable harm, entitling parties to equitable relief (e.g., injunctions, specific performance) without posting a bond, in addition to other remedies.

#### *18. Attorneys' Fees*

The prevailing party in any legal action arising from this Agreement is entitled to reasonable attorneys' fees, expenses, and court costs.

#### *19. Remedies Cumulative*

Unless expressly stated otherwise, rights and remedies under this Agreement are cumulative and not in substitution for other legal or equitable remedies.

#### *20. Notices*

All notices must be in writing and are deemed given:

- (a) When delivered by hand with confirmation;
- (b) When received by overnight courier with receipt;
- (c) When sent by fax or email with confirmation during business hours (or the next business day if after hours); or
- (d) Five days after mailing by certified or registered mail, return receipt requested.

Notices to minors or incapacitated individuals go to their legal representatives. The Subscriber must notify the Company of address changes within **five days**.

#### **Notices to the Company:**

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

#### *21. Severability*

If any provision is invalid, the remaining provisions remain enforceable as if the invalid provision were never included.

#### *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, responsible for calculating Net Asset Value, maintaining records, processing subscriptions and redemptions, and providing investor services. The Subscriber consents to NAV Fund Solutions' appointment and authorizes it to perform administrative duties.

*24. Amendments*

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

*25. Multiple Originals*

This Agreement may be executed in counterparts.

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**SIGNATURES**

**Date:** \_\_\_\_\_

**SUBSCRIBER:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**GENERAL PARTNER:**

**Bitquity Capital, Inc.**

**By:** \_\_\_\_\_

**Its:** General Partner

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## EXHIBIT A: CAPITAL CONTRIBUTION

### Capital Contribution:

\$\_\_\_\_\_ (Dollar Amount)

for \_\_\_\_\_ Units (Units: 1 Share per \$1,000)

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

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## EXHIBIT B: INVESTOR QUESTIONNAIRE

### CONFIDENTIAL

This Investor Questionnaire determines your status as an **Accredited Investor** under Rule 501(a) of Regulation D, Securities Act of 1933, as amended, to assess eligibility for investing in **Bitquity Capital Fund, LP** (the "Fund").

#### 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, exceeding \$1,000,000, excluding the value of my primary residence and related indebtedness up to its fair market value.

☐ **Income Test:** I had individual income exceeding \$200,000 (or joint income with my spouse or spousal equivalent exceeding \$300,000) in each of the past two years, with a reasonable expectation of the same this year.

☐ **Professional Certification:** I hold a professional certification (e.g., Series 7, 65, or 82) designated by the SEC for accredited investor status.



☐ **Knowledgeable Employee:** I am a "knowledgeable employee" of the Fund per Rule 3c-5(a)(4), Investment Company Act of 1940.

**FOR ENTITIES:**

- ☐ **Financial Institution:** A bank, broker/dealer, insurance company, or similar.
- ☐ **Business Development Company:** As defined in the Investment Company Act.
- ☐ **Small Business Investment Company:** Licensed by the U.S. Small Business Administration.
- ☐ **Private Business Development Company:** As defined in the Investment Advisers Act.
- ☐ **Entity Owned by Accredited Investors:** All equity owners are Accredited Investors.
- ☐ **Entity with \$5 Million in Assets:** A corporation, LLC, or partnership with over \$5,000,000 in assets, not formed to acquire Fund interests.
- ☐ **Trust with \$5 Million in Assets:** A trust with over \$5,000,000 in assets, directed by a sophisticated person, not formed to acquire Fund interests.
- ☐ **Family Office:** A family office with over \$5,000,000 in assets under management, directed by a knowledgeable person.
- ☐ **Family Client:** A family client of a qualifying family office.

*PART 3: THIRD-PARTY VERIFICATION*

Per Rule 506(c) of Regulation D, the Fund must verify your Accredited Investor status. Please select:

- ☐ I will provide written confirmation from a registered broker-dealer, SEC-registered investment adviser, licensed attorney, or CPA verifying my status within the last 90 days.
- ☐ I authorize the Fund to contact:

**Name:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Profession:** ☐ Attorney ☐ CPA ☐ Registered Investment Adviser ☐ Broker-Dealer

*PART 4: CERTIFICATION*

The undersigned certifies that the information provided is accurate and complete, understands the Fund will rely on it, and agrees to notify the Fund if it becomes inaccurate.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title (if applicable):** \_\_\_\_\_

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## **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

Notify the Fund Administrator, **NAV Fund Solutions**, by emailing a wire confirmation to:

Email: NAV@BitquityCapital.com