

CRYPTO CURRENCY PARTNERS II, LLC
(A Delaware Limited Liability Company)

SUBSCRIPTION APPLICATION

BLOCKCHAIN CAPITAL, LLC
Managing Member

<p style="text-align: center;">CRYPTO CURRENCY PARTNERS II, LLC SUBSCRIPTION INSTRUCTIONS</p>

1. **Please complete, date and sign the Subscription Application.** By doing so, the person or entity identified as the "*Subscriber*" applies to acquire a membership interest ("*Interest*") and become a limited partner ("*Member*") in Crypto Currency Partners II, LLC (the "*Company*"), and to make a Capital Commitment to the Company, on the terms and conditions set forth in the Subscription Application and the Company's Amended and Restated Limited Company Agreement (the "*Company Agreement*"). Capitalized terms used, but not defined herein, have the meanings given to them under the Company Agreement.
2. **Please keep a copy** of all completed and signed documents for your records.
3. Please send the original of your completed, dated, and signed Subscription Application, and direct all questions to the Company's general partner, Blockchain Capital, LLC (the "*Managing Member*").
4. Upon a request by the Managing Member, please make your initial Capital Contribution by check payable to "**Crypto Currency Partners, LLC**" or by wire transfer (wiring instructions to be sent separately). To ensure proper processing, please contact the Managing Member to confirm your wire transfer.
5. If this Subscription Application is accepted, Subscriber will be admitted as a Member and will become a party to (and bound by) the Company Agreement (with the understanding that Subscriber's signature to the Subscription Application will then serve as his, her or its signature to the Company Agreement).

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CRYPTO CURRENCY PARTNERS II, LLC

SUBSCRIPTION APPLICATION

Unless otherwise noted, please provide information about the person or entity that will be the legal owner of the Interest ("*Subscriber*"), and *not* about someone completing this Subscription Application as a representative of Subscriber (*e.g.*, a custodian for the account of a minor). If you are acting as a custodian for an account for the benefit of a minor whose funds will be invested, please so indicate in Section I, subsection 1(a) below and follow the instructions regarding custodians. If the Interest will be held by more than one person in joint tenancy or as tenants in common (as opposed to as community property), please provide all information for each joint Subscriber.

If you have any doubt about the meaning or implication of any of the terminology or the significance of any of the questions, please contact the Company's general partner, Blockchain Capital, LLC (the "*Managing Member*").

If the answer to any question is "None" or "Not Applicable," please so state.

I. SUBSCRIBER INFORMATION

1. GENERAL INFORMATION

Full Legal Name of Subscriber¹: _____

Subscriber's **SOCIAL SECURITY NO.** or, if an entity, **TAXPAYER I.D. NO.:** _____

Please complete *ONE* of the following subsections

(a) ☐ **Individual** (including IRA and similar accounts)

Subscriber is an account for a minor represented by a custodian: ☐ **Yes** ☐ **No** If you have checked "Yes," please provide information in this subsection 1(a) as to yourself, the custodian.

Address: _____ Phone: _____

_____ Fax: _____

_____ Email: _____

Date of Birth: _____

Name of Custodian (if applicable): _____

¹ An Interest must be held in the name of a person or legal entity. An Interest held in trust must be registered in the name(s) of the trustee(s) unless the trust is regarded as a legal entity under the laws of the jurisdiction of its establishment.

(b) ☐ **Joint Tenants/Tenants in Common**

Address: _____ Phone: _____

_____ Fax: _____

_____ Email: _____

Date of Birth: _____

Address: _____ Phone: _____

_____ Fax: _____

_____ Email: _____

Date of Birth: _____

Joint subscriber is spouse: ☐ **Yes** ☐ **No**

(If additional space is needed, please make a copy of this page.)

- (c) **Entity** (check one): ☐ Company; ☐ Corporation; ☐ Limited Liability Company; ☐ Unit Trust;
☐ Investment Trust or Business Trust; ☐ Employee Benefit Plan or Trust;
☐ Limited Duration Company; ☐ Endowment; ☐ Private Foundation;
☐ Public Foundation; ☐ Other (specify) _____

Contact Person: _____

Address: _____ Phone: _____

_____ Fax: _____

_____ Email: _____

Date of Formation: _____

Jurisdiction in Which Formed: _____

Address of Principal Place of Business: _____

(d) ☐ **Trust** (other than specified in other items)

Trustee: _____

Trust Address: _____ Phone: _____

_____ Fax: _____

_____ Email: _____

2. **EDUCATION.** Provide the following information for Subscriber *unless* you are completing this Subscription Application as a representative of Subscriber (e.g., a custodian for the account of a minor). If you are acting as a representative, provide this information for yourself.

College/University	Degree/Major	Year

3. **EMPLOYMENT.** Provide the following information for Subscriber *unless* you are completing this Subscription Application as a representative of Subscriber (e.g., a custodian for the account of a minor). If you are acting as a representative, provide this information for yourself.

Name of Employer: _____

Address of Employer: _____

Nature of Employment: _____

If Self-Employed, Nature of Business: _____

4. **U.S. PERSON STATUS.** Is Subscriber a U.S. Person?²² ☐ Yes ☐ No

☐ If Subscriber is a U.S. Person, Subscriber has included with this Subscription Application a properly completed IRS Form W-9. IRS Form W-9 and applicable instructions are available at the Internal Revenue Service's website (www.irs.gov).

☐ If Subscriber is a non-U.S. Person, Subscriber has included with this Subscription Application a properly completed IRS Form W-8BEN or other applicable IRS Form W-8. IRS Form W-8BEN (and other IRS Forms W-8) and applicable instructions are available at the Internal Revenue Service's website (www.irs.gov).

Subscriber agrees to promptly notify the Company if, whether because of a change in circumstances or otherwise, any information provided to the Company by Subscriber on a Form W-9 or applicable Form W-8 is no longer applicable. Failure to submit the applicable IRS Form may result in back-up withholding being deducted from amounts paid to you in the future.

²² **For individuals,** the term "U.S. Person" means any U.S. citizen or U.S. resident (in each case, as set forth in the Internal Revenue Code of 1986, as amended (the "Code") and the underlying Treasury Regulations).

For persons other than individuals, "U.S. Person" means, in each of the following cases, as set forth in the Code and Treasury Regulations:

- (a) any domestic partnership or domestic corporation;
- (b) any estate other than a foreign estate; or
- (c) any trust with respect to which: (i) a court within the United States is able to exercise primary supervision over the trust's administration; and (ii) one or more U.S. persons have authority to control all substantial decisions of the trust.

5. **INVESTOR SUBJECT TO U.S. FEDERAL INCOME TAX.** Is Subscriber subject to U.S. federal income tax (*i.e.*, not tax-exempt)?

☐ Yes ☐ No (Tax-Exempt)

6. **LEGAL PROCEEDINGS.** Describe briefly any legal actions, including lawsuits, arbitrations and mediations, involving securities, commodities or other investments, in which you have been involved in the past 10 years. Attach a separate page if necessary. State the names of the parties to the proceeding, whether you were a plaintiff or defendant, where the action took place (*i.e.*, name of court, location of arbitration), a brief description of the dispute and the resolution of the matter. *Provide this information for Subscriber unless you are completing this Subscription Application as a representative of Subscriber (e.g., a custodian for the account of a minor). If you are acting as a representative, provide this information for yourself and, to the extent of your knowledge, for Subscriber.*

7. **"BAD ACTOR" STATUS.** Is Subscriber a person or entity described in Rule 506(d) of Regulation D of the U.S. Securities Act of 1933 (the "*1933 Act*"), as described in **Exhibit A**? *Please review Exhibit A and check the box below that accurately describes Subscriber.*

☐ No, Subscriber **is not** a person or entity described in Rule 506(d) of Regulation D.

☐ Yes, Subscriber **is** a person or entity described in Rule 506(d) of Regulation D.

Subscriber agrees to immediately notify, in writing, the Company upon any change to the foregoing representations and, upon request, to promptly furnish the Company with whatever information the Company requests to confirm, amplify, or refine details with respect to the foregoing representations.

8. **DUPLICATE REPORTS.** If duplicate reports should be sent to an accountant, business manager, or other adviser, provide the following information for each person authorized to receive them:

Name: _____

Address: _____ Phone: _____

_____ Fax: _____

_____ Email: _____

9. **AUTHORIZED SIGNATORIES.** Set forth below are the names of persons authorized by Subscriber to give and receive instructions between the Company (or its Managing Member) and Subscriber, together with their respective signatures. Such persons are the only persons so authorized until further written notice to the Managing Member signed by one or more of such persons.

Name	Signature

(please attach additional pages if needed)

10. **STANDING WIRE INSTRUCTIONS.** Until further written notice to the Managing Member signed by one or more of the persons listed above, funds may be wired to Subscriber using the following instructions:

Bank Name:	
Bank Address:	
ABA or CHIPS Number:	
Account Name:	
Account Number:	
Reference:	

11. **ELECTRONIC DELIVERY OF REPORTS AND OTHER COMMUNICATIONS.** The Company may provide notices, reports, and other communications in electronic form, such as by email or by posting on a website. Do you consent to receive deliveries of those communications (including annual and other updates of the Company's privacy policies and procedures) exclusively in electronic form without separate mailing of paper copies?

☐ Yes ☐ No

II. FINANCIAL QUALIFICATIONS

A. "ACCREDITED INVESTOR" STATUS

Each Subscriber must be an "Accredited Investor" within the meaning of Regulation D under the U.S. Securities Act of 1933, as amended (the "*1933 Act*"). *Please check all boxes below that describe Subscriber.* If Subscriber is a custodian acting for the account of one or more minors, responses below should apply to each minor, *not* to the custodian.

1. INDIVIDUALS

- ☐ **INDIVIDUAL WITH \$1 MILLION NET WORTH.** A natural person whose individual net worth, or joint net worth with his or her spouse, *excluding* the value of his or her primary residence, exceeds \$1 million (the "*AI Net Worth Test*").

For these purposes, "net worth" means the fair market value of your total assets, *minus* your total liabilities, *except that:* (i) you must exclude from your assets the value of your primary residence, and (ii) you may exclude from your liabilities the amount of indebtedness secured by your primary residence *other than* any portion that: (A) exceeds the fair market value of your primary residence; or (B) you incurred within the 60 days preceding the subscription date (other than as a result of your acquisition of the primary residence).

- ☐ **INDIVIDUAL WITH QUALIFYING INCOME.** A natural person who: (i) in each of the preceding two years had individual income in excess of \$200,000 or had joint income with his or her spouse in excess of \$300,000; *AND* (ii) has a reasonable expectation of reaching the same income level in the current year (the "*Income Test*").

2. TRUSTS

- ☐ **REVOCABLE TRUST.** A trust that is revocable by its grantors and *each* of whose grantors is a natural person who: (i) satisfies the AI Net Worth Test (described above under "Individuals"); *OR* (ii) satisfies the Income Test (described above under "Individuals").

- ☐ **IRREVOCABLE TRUST.** A trust (*other than* an employee benefit plan) that: (i) is not revocable by its grantor(s); *AND* (ii) has total assets of more than \$5 million; *AND* (iii) was not formed for the specific purpose of acquiring an Interest; *AND* (iv) is directed by a person who has enough knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Company.

3. BENEFIT PLANS³

- ☐ **IRA OR SIMILAR BENEFIT PLAN.** An IRA, Keogh or similar benefit plan that covers only a natural person who: (i) satisfies the AI Net Worth Test (described above under “Individuals”); OR (ii) satisfies the Income Test (described above under “Individuals”).
- ☐ **PARTICIPANT-DIRECTED EMPLOYEE BENEFIT PLAN ACCOUNT.** A participant-directed employee benefit plan (e.g., many 401(k) plans), investing at the direction of and for the account of a natural person who: (i) satisfies the AI Net Worth Test (described above under “Individuals”); OR (ii) satisfies the Income Test (described above under “Individuals”).
- ☐ **OTHER EMPLOYEE BENEFIT PLAN.** An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) (*other than* a participant-directed plan) or a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan: (i) has total assets of more than \$5 million; OR (ii) if an ERISA plan (*i.e.*, not a government plan), the decision to purchase an Interest is being made by a bank, registered investment adviser, savings and loan association or insurance company.

4. CORPORATIONS AND OTHER ENTITIES

- ☐ **CORPORATIONS OR COMPANYS.** A corporation, partnership or similar entity that: (i) has total assets of more than \$5 million; AND (ii) was not formed for the specific purpose of acquiring an Interest.
- ☐ **NON-PROFIT ENTITY⁴.** An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) that has total assets of more than \$5 million (including endowment, annuity and life income funds), as shown by the organization’s most recent audited financial statements.
- ☐ **ENTITY OWNED ENTIRELY BY ACCREDITED INVESTORS.** A corporation, partnership, or similar entity, all of whose equity owners are accredited investors under one of the standards described in this Part A.
- ☐ **OTHER ENTITY INVESTOR (*check one*).**
- ☐ a bank, as defined in Section 3(a)(2) of the 1933 Act (whether ☐ acting for its own account or ☐ acting in a fiduciary capacity);
 - ☐ a savings and loan association or similar institution, as defined in Section 3(a)(5)(A) of the 1933 Act (whether acting for its own account or acting in a fiduciary capacity);
 - ☐ a broker-dealer registered under the Securities Exchange Act of 1934, as amended (the “Exchange Act”);
 - ☐ an insurance company, as defined in Section 2(a)(13) of the 1933 Act;
 - ☐ an investment company registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”);
 - ☐ a “business development company,” as defined in Section 2(a)(48) of the Investment Company Act;
 - ☐ a small business investment company licensed under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended; or

³ An investment in the Company may generate “unrelated business taxable income.” Benefit Plans and tax-exempt entities should consider those and other implications of investing.

⁴ An investment in the Company may generate “unrelated business taxable income.” Benefit Plans and tax-exempt entities should consider those and other implications of investing.

- ☐ a “private business development company” as defined in Section 202(a)(22) of the Advisers Act.

B. “QUALIFIED PURCHASER” STATUS

Each Subscriber must be an “Qualified Purchaser” under the U.S. Investment Company of 1940, as amended (the “*Investment Company Act*”), and the rules and regulations promulgated thereunder. ***Please check all boxes below that describe Subscriber.*** If Subscriber is a custodian acting for the account of one or more minors, responses below should apply to each minor, *not* to the custodian.

Whether Subscriber is a Qualified Purchaser depends on whether he or she or it owns “investments” worth at least \$5 million or, for certain types of entities, owns or has discretionary authority over “investments” worth at least \$25 million, in each case net of “Acquisition Indebtedness” (as defined below). The definition of “investments” is technical. Please base your response when checking the following boxes on the information set forth under the heading “Certain Definitions” following the boxes. Except where otherwise indicated, investments may be valued at either cost or their market value on the most recent practicable date.

Please check all boxes below that describe Subscriber. If Subscriber is a custodian acting for the account of one or more minors, responses should apply to each minor, *not* to the custodian.

1. INDIVIDUALS

- ☐ **INDIVIDUAL WITH \$5 MILLION IN INVESTMENTS.** A natural person whose “investments,” including “investments” owned jointly or as community property with Subscriber’s spouse, have a value, net of “Acquisition Indebtedness,” of at least \$5 million. *Note: If a married couple is subscribing to hold Shares in joint tenancy, only one spouse must satisfy the test.*
- ☐ **KNOWLEDGEABLE EMPLOYEE ACCOUNT.** A “knowledgeable employee” of the Company or the Investment Manager within the meaning of Rule 3c-5 under the Investment Company Act.

2. TRUSTS

- ☐ **TRUST FORMED BY QUALIFIED PURCHASER.** A trust *not formed for the specific purpose of buying Shares* that was established and funded by persons who meet one of the definitions of “Qualified Purchaser” in this Part and for which investment decisions are made by persons who meet one of those definitions. This includes IRAs, Keoghs, and similar retirement planning vehicles that are owned and directed by Qualified Purchasers, as well as investments by participant-directed employee benefit plans where the participant is a Qualified Purchaser.

3. CORPORATIONS AND OTHER ENTITIES

- ☐ **FAMILY COMPANY WITH \$5 MILLION IN INVESTMENTS.** A Family Company *not formed for the specific purpose of buying Shares* whose “investments” have a value, after subtracting the deductions described below, of at least \$5 million.
- ☐ **ENTITY OWNED ENTIRELY BY QUALIFIED PURCHASERS.** A corporation or partnership (whether or not formed for the specific purpose of buying Shares) *all* of whose securities and other ownership interests are beneficially owned by Qualified Purchasers (*Note: no ownership interests may be held by non-Qualified Purchasers*).

3. CORPORATIONS AND OTHER ENTITIES

- ☐ **ENTITY OWNED ENTIRELY BY KNOWLEDGEABLE EMPLOYEES.** A corporation or partnership (whether or not formed for the specific purpose of buying Shares) *all* of whose securities and other ownership interests are beneficially owned by Knowledgeable Employees (*Note: no ownership interests may be held by or for the benefit of any person other than a Knowledgeable Employee or his or her estate*).
- ☐ **ENTITY WITH \$25 MILLION IN INVESTMENTS.** Any corporation, partnership, or other business entity, other than one described above, that: (i) was *not formed for the specific purpose of buying Shares*; and (ii) owns or has investment discretion over “investments” with a value, net of Acquisition Indebtedness, of at least \$25 million. Such corporation, partnership or other business entity is subscribing:
- ☐ For itself; or
 - ☐ For a person or entity that is a “Qualified Purchaser” as defined above.

ADDITIONAL INFORMATION ABOUT CERTAIN INVESTMENT FUNDS. If Subscriber is a “private investment company” that is exempt from registration as an investment company under the Investment Company Act by virtue of Section 3(c)(1) or Section 3(c)(7) of that Act, and was relying on Section 3(c)(1) on October 11, 1996, check the following box if Subscriber *has* obtained the consent of all of its beneficial owners (if any) that had invested before April 30, 1996, as contemplated in Section 2(a)(51)(C) of the Investment Company Act and Rule 2a51-2(c)(3) under that Act:

- ☐ Yes, Subscriber has obtained such consent.

Certain Definitions

For purposes of determining whether Subscriber is a “Qualified Purchaser,” the following terms have the following meanings:

“*Investments*” means the following types of assets:

Securities. All securities, including stocks, bonds, notes, limited partnership interests, etc., *but excluding* securities of any company Subscriber controls, is controlled by, or is under common control with, *unless* that company is a registered investment company, privately offered investment fund, broker-dealer, bank, insurance company, finance company, commodity pool, company that files periodic reports with the SEC, company listed on a “designated offshore securities market” (within the meaning of Regulation S), or company with shareholders’ equity of at least \$50 million.

Real Estate held for investment purposes — *i.e.*, not used by Subscriber or any “Related Person” (as defined below) of Subscriber for personal purposes (*e.g.*, as a personal residence), as a place of business, or in connection with the conduct of a business of Subscriber or any Related Person of Subscriber. Residential real estate is not used for personal purposes if deductions as to it are allowable under the Code.

Commodity Interests (futures contracts, options on futures contracts, options on physical commodities traded on or subject to contract market regulation, “swaps” and other financial contracts), and physical commodities held for investment purposes. The value of a Commodity Interest is the value of the initial margin or option premium deposited in connection with the Commodity Interest.

Cash and Cash Equivalents (including certificates of deposit, bankers acceptances and similar instruments, and the cash surrender value of insurance policies) held for investment purposes. This excludes cash used by Subscriber to meet its day-to-day expenses or for working capital.

“Acquisition Indebtedness” means outstanding indebtedness incurred by Subscriber to acquire any of the investments counted above. If Subscriber is a Family Company (*see* definition below), include indebtedness incurred by owners of Subscriber to acquire Subscriber’s investments.

“Family Company” means a company that is owned, directly or indirectly, by or for two or more natural persons related as siblings or spouses (including former spouses) or as direct lineal descendants by birth or adoption, spouses or estates of such persons, or foundations, charitable organizations, or trusts established for the benefit of such persons.

“Related Person” means a person related to Subscriber as a sibling, spouse or former spouse, or who is a direct lineal descendant or ancestor by birth or adoption of Subscriber or is a spouse of such descendant or ancestor. Related Persons of a Family Company include each owner of that Family Company and his or her Related Persons.

III. INFORMATION ABOUT CERTAIN REGULATED ENTITIES

Please check the appropriate box for each of the following questions below to indicate whether Subscriber is subject to certain regulations or could subject the Company to regulatory consequences.

☐ Yes ☐ No

Is Subscriber a “benefit plan investor”? A “benefit plan investor” is (i) any “employee benefit plan” as defined in, and subject to the fiduciary responsibility provisions of, ERISA, (ii) any “plan” as defined in and subject to Section 4975 of the Code, and (iii) any entity (“Plan Assets Entity”) deemed for any purpose of ERISA or Section 4975 of the Code to hold assets of any such employee benefit plan or plan due to investments made in such entity by already described benefit plan investors. Benefit plan investors include, but are not limited to, corporate pension and profit sharing plans, “simplified employee pension plans,” Keogh plans for self-employed individuals (including partners), individual retirement accounts, medical benefit plans, life insurance plans, church plans that have elected to be subject to ERISA, bank commingled trust funds, or insurance company separate accounts, for such plans and accounts, and under certain circumstances, all or a portion of the general account of an insurance company.

If you checked “yes” above, you must provide additional information on a “Supplement for Benefit Plan Investors” that is available from the Managing Member.

☐ Yes ☐ No

Is Subscriber (i) an **investment company**⁵ under the Investment Company Act, *or* (ii) a **private investment company** – *i.e.*, an entity that would be an investment company but for an exclusion under either Section 3(c)(1) or Section 3(c)(7) of that Act⁶?

If “Yes,” Subscriber represents and warrants that set forth in the blank below is the number of persons who “beneficially own” outstanding securities of Subscriber (other than its short term paper) within the meaning of Section 3(c)(1) of the Investment Company Act. **Subscriber agrees to advise the Company as soon as practicable after becoming aware of any change in that number.**

Number of Beneficial Owners: _____.

⁵ An “investment company” is any entity that (i) is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting, or trading in securities; *or* (ii) is engaged or proposes to engage in the business of issuing face-amount certificates of the installment type, or has been engaged in such business and has any such certificate outstanding; *or* (iii) is engaged or proposes to engage in the business of investing, reinvesting, owning, holding, or trading in securities, *and* owns or proposes to acquire investment securities (*i.e.*, any securities other than government securities, securities issued by any employee securities company and securities issued by any majority owned subsidiary of the entity that is not itself an investment company or a private investment company) with a value of more than 40 percent of the entity’s total assets (excluding government securities and cash items) on an unconsolidated basis.

⁶ Those sections generally exclude a company that is not making (or presently proposing to make) a public offering of its securities, *and* (Section 3(c)(1)) whose outstanding securities (other than its short-term paper) are beneficially owned by not more than 100 persons *or* (Section 3(c)(7)) whose outstanding securities are owned exclusively by persons who, at the time of the purchase, are “qualified purchasers” as defined in Section 2(a)(51) of the Investment Company Act – generally individuals who own at least \$5 million in “investments” and entities that own at least \$25 million in “investments.”

☐ Yes ☐ No

Is Subscriber (i) a **non-U.S. investment company** (*i.e.*, a non-U.S. entity that is an investment company, within the meaning set forth below, some of whose securities are held by U.S. persons) *or* (ii) a **non-U.S. private investment company** (*i.e.*, a non-U.S. investment entity some of whose securities are held by U.S. Persons in reliance on exemptions from regulation as an “investment company” under the Investment Company Act, based on the exclusions under Section 3(c)(1) or 3(c)(7) of that Act)?

If “Yes,” Subscriber represents and warrants that set forth in the blank below is the number of persons who “beneficially own” outstanding securities of Subscriber (other than its short term paper) within the meaning of Section 3(c)(1) of the Investment Company Act. **Subscriber agrees to advise the Company as soon as practicable after becoming aware of any change in that number.**

Number of Beneficial Owners: _____.

If you answered “Yes” to either of the two preceding questions:

☐ Yes ☐ No

Is Subscriber required to be “integrated” with any other private investment company for purposes of determining the number of persons who beneficially own its outstanding securities?

If “Yes”: (1) Subscriber represents and warrants that the number set forth in the blank in the relevant preceding question includes the number of beneficial owners of that (those) other entity(ies), and (2) please give the name(s) of that (those) entity(ies) below:

IV. TERMS AND CONDITIONS

The following provisions, together with the Company Agreement, the representations, warranties, and undertakings made above, and the Supplement for Benefit Plan Investors (if applicable), are the terms and conditions on which Subscriber subscribes for an Interest and applies to become a Member in the Company. By signing the signature page to this Subscription Application, Subscriber accepts these terms and conditions.

1. Application to Subscribe. Subscriber, or if Subscriber is an account for the benefit of a minor, the custodian on behalf of Subscriber, offers to acquire an Interest in the Company by making a Capital Commitment to the Company in the amount set forth on the signature page to this Subscription Application. Subscriber agrees that: (a) the Company may reject Subscriber's offer for any reason; (b) as of the date designated by the Managing Member when (if at all) the Company accepts this Subscription Application, Subscriber shall become obligated under the terms and conditions of this document and of the Company Agreement as a Member; and (c) by executing the signature page of this Subscription Application, Subscriber agrees to be bound by those terms and conditions, including the obligation to make Capital Contributions to the Company in response to Capital Calls delivered by the Managing Member on behalf of the Company from time to time as contemplated under the Company Agreement.

2. Revocability of Offer. Subscriber may revoke this offer by giving written notice to the Company at any time before the Company accepts the subscription.

3. Representations, Warranties, and Covenants. Subscriber hereby represents, warrants, and covenants as follows, with the understanding that the Company will rely on the accuracy of these representations to establish the eligibility of this offering for certain registration exemptions under federal and state securities laws, and to enable the Company to comply with certain other laws and regulations.

(a) Interests Not Registered. Subscriber or Subscriber's representative understands that the Company's offer and its sale to Subscriber of an Interest have not been registered under the 1933 Act, or registered or qualified under state securities laws, on the ground, among others, that Interests are being offered and sold in a transaction that does not involve any public offering within the meaning of Section 4(a)(2) of the 1933 Act and Rule 506 of Regulation D thereunder. Subscriber or Subscriber's representative understands that no federal or state agency has passed on the merits or fairness of this investment.

(b) Subscriber Eligibility. Subscriber is an "accredited investor" as that term is defined in Rule 501(a) of the Securities and Exchange Commission Regulation D. Subscriber is a "Qualified Purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act.

(c) Interest Acquired for Investment. Subscriber is acquiring the Interest with Subscriber's own funds and for Subscriber's own account (or for a designated custodial or trust account, if Subscriber is a custodian or trustee) for investment and not with a view to the distribution of any interest therein. No other person will own any part of Subscriber's Interest or have any right to acquire such a part.

(d) Subscriber Able to Bear Risks and Protect Own Interests. Subscriber or Subscriber's representative has such knowledge and experience in financial and business matters that he or she can evaluate the merits and risks of an investment in an Interest, make an informed decision, and otherwise protect Subscriber's interests in connection with such an investment. Subscriber is able to bear the economic

risks associated with this investment, including the likelihood that this investment will not generate current income or distributions even if the Company is successful, and the possibility that some or all of the amount invested will be lost if the Company is not successful.

(e) Review of Company Agreement and Independent Advice. Subscriber or Subscriber's representative has carefully reviewed the Company Agreement, this Subscription Agreement (including **Exhibit B** attached hereto, which describes some of the risks associated with investment in the Company) and has discussed with Company representatives all questions Subscriber or Subscriber's representative may have had as to such materials or the Company or the business, operations or financial condition of the Company or the Managing Member. Subscriber (or, if applicable, Subscriber's representative) understands the investment objectives and range and nature of the strategies that may be pursued by the Company, the risks of this investment, including risks relating to the valuation of the Company's assets and the conflicts of interest to which the Managing Member will be subject. Subscriber or Subscriber's representative has consulted with Subscriber's own legal, accounting, tax, investment and other advisers in connection with this investment, to the extent that Subscriber has deemed necessary.

(f) Offer Made Privately. The Company's offer of Interests was privately communicated to Subscriber or Subscriber's representative. At no time has Subscriber or Subscriber's representative received information concerning this offering or the Company or the Managing Member from any newspaper, magazine, television or radio broadcast, generally available internet site, broadcast electronic mail, leaflet or other advertisement, public promotional meeting or any other form of general advertising or general solicitation.

(g) Change in Benefit Plan Investor Status. If not a benefit plan investor⁷ on the date this Subscription Application is signed, Subscriber shall notify the Managing Member immediately if Subscriber becomes a benefit plan investor.

(h) No "Look Through" of Entity Subscribers. Subscriber acknowledges that: (i) the Company will rely on certain provisions of the Investment Company Act to avoid registration as an "investment company" and may rely on certain Treasury Regulations to establish that it should not be considered a "publicly traded partnership" for U.S. income tax purposes, and (ii) the Company's ability to rely on those provisions and regulations may depend on whether, under those provisions and regulations, the Company may consider Subscriber to be a single owner of an Interest (rather than having to treat all of Subscriber's beneficial owners – potentially including indirect beneficial owners – as separate owners of Interests). If Subscriber is not a natural person, to establish its status as a single owner Subscriber represents that:

(1) it was not formed for the purpose of investing in the Company, and its shareholders, partners, members, beneficiaries, equity owners, grantors, beneficiaries or other natural or legal constituents, ("*Constituents*") did not and will not contribute capital in order to enable Subscriber to meet Capital Calls;

⁷ A "benefit plan investor" is (i) any "employee benefit plan" as defined in, and subject to the fiduciary responsibility provisions of, ERISA, (ii) any "plan" as defined in and subject to Section 4975 of the Code, and (iii) any entity ("*Plan Assets Entity*") deemed for any purpose of ERISA or Section 4975 of the Code to hold assets of any such employee benefit plan or plan due to investments made in such entity by already described benefit plan investors. Benefit plan investors include, but are not limited to, corporate pension and profit sharing plans, "simplified employee pension plans," Keogh plans for self-employed individuals (including partners), individual retirement accounts, medical benefit plans, life insurance plans, church plans that have elected to be subject to ERISA, bank commingled trust funds, or insurance company separate accounts, for such plans and accounts, and under certain circumstances, all or a portion of the general account of an insurance company.

(2) its investment in the Company will not be allocated to the accounts of fewer than all of Subscriber's Constituents or allocated among Subscriber's Constituents other than in proportion to their investments in Subscriber generally, in each case except to the extent required by law or regulation;

(3) it is not aware of any facts or circumstances presently existing or contemplated that, under U.S. federal or state law relating to securities, investment companies or investment advisers, would result in any Constituent of Subscriber being treated as an offeree or purchaser of an investment in the Company;

(4) its proposed investment in the Company, together with all amounts previously invested in the Company, constitutes less than 40% of Subscriber's total assets;

(5) neither its organization nor its investment in the Company has, or will have, as a principal purpose permitting the Company to satisfy the exception for private placements set forth in Treasury Regulation Section 1.7704-1(h); and

(6) no more than 70% of the value of any person's beneficial ownership in Subscriber (whether directly as a Constituent or indirectly through one or more entities) will be attributable to Subscriber's investment in the Company.

(i) **Authority.** Subscriber or Subscriber's representative is duly authorized to enter into this Subscription Application (including the power of attorney granted herein), and the person signing this Subscription Application on behalf of Subscriber is authorized to do so, under all applicable governing documents (e.g., partnership agreement, trust instrument, pension plan, certificate of incorporation, bylaws, operating agreement). Each individual who may participate in Subscriber's investment decision is over twenty-one years of age (or the age of majority in that individual's state of residence). This Subscription Application constitutes a legal, valid and binding agreement of Subscriber enforceable against Subscriber in accordance with its terms.

(j) **Information Regarding Withholding.** Subscriber shall: (1) provide any form, certification or other information reasonably requested by and acceptable to the Company that is necessary for the Company to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Company receives payments, or to satisfy reporting or other obligations under the Code and the Treasury Regulations; (2) update or replace such form or certification in accordance with its terms or subsequent amendments; (3) otherwise comply with any reporting obligations imposed by the United States or any other jurisdiction, including reporting obligations that may be imposed by future legislation; and (4) notify the Company promptly if, whether because of a change in circumstance or otherwise, any information provided to the Company by Subscriber on a Form W-9 is no longer accurate.

(k) **Waiver of Participation in Tax Proceedings.** In connection with Subscriber's investment in the Company, pursuant to Section 6224(b) of the Code, Subscriber hereby waives any right granted by the Code to participate in any administrative proceeding of the Company for any taxable year in which Subscriber is a partner in the Company for federal income tax purposes. Subscriber hereby further waives any right granted in connection with the tax laws of any state or local jurisdiction to participate in any administrative proceeding of the Company for any taxable year in which Subscriber is a partner in the Company for purposes of the tax laws of such state or local jurisdiction. Upon request by the Managing Member, Subscriber shall provide any additional information or documentation, execute any forms or other documents, and take any other action required by law to effect such a waiver. Subscriber acknowledges that this Subscription Application may be filed with the Internal Revenue Service or any state or local taxing authority upon the commencement of any administrative proceeding of the Company.

4. Transfer and Withdrawal Restrictions. Subscriber understands that, if admitted to the Company as a Member, Subscriber may not withdraw capital from the Company, that Subscriber must hold

the Interest until the Company is liquidated after expiration of its Term, that no market is ever likely to develop for the Interests, and that transfers of Interests are subject to further restrictions under the Company Agreement. Subscriber agrees that (1) Subscriber will not attempt to transfer the Interest in violation of these transfer restrictions; (2) the Company may note these transfer restrictions in its records and refuse to recognize any transfer that violates these transfer restrictions, or any proposed transfer for which the Company has not received an acceptable opinion of counsel stating that the proposed transfer will not violate these transfer restrictions; and (3) if the Company ever issues a certificate evidencing the Interest, one or more legends required under federal and/or applicable state securities laws and regulations may be imprinted thereon. One of such legends shall read substantially as follows:

“THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER SAID ACT OR AN OPINION OR OTHER EVIDENCE SATISFACTORY TO THE GENERAL PARTNER THAT SUCH REGISTRATION IS NOT REQUIRED.”

5. Additional Subscriptions. All offers to acquire Interests that Subscriber may make after becoming a Member will be deemed to have been made subject to all of the terms and conditions of this Subscription Application, and, if Subscriber subscribes for additional Interests (*i.e.*, if Subscriber increases his, her or its Capital Commitment at any future Closing), Subscriber will be deemed at the time of the relevant Closing to have reaffirmed for the benefit of the Company and the Managing Member all of the representations, warranties and covenants contained herein.

6. Authorization as to Instructions. Subscriber hereby authorizes the Managing Member and the Company to accept and execute any instructions in respect of the Interest given by Subscriber's authorized signatories in written form (including email) or by facsimile. If instructions are given by facsimile or email, Subscriber shall send the original letter of instructions to the Company as promptly as practicable. The Managing Member and the Company may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons.

7. Indemnification. Subscriber agrees to indemnify and hold harmless the Company and the Managing Member, and each of their employees, agents, and attorneys, from and against any and all loss, liability, claim, damage, and expense (including any expense reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever, and any taxes and penalties levied against any such indemnitee) related to any false representation, omission of material fact or warranty or any breach of agreement by Subscriber contained herein or in any other document furnished by Subscriber to the Company or the Managing Member in connection with this transaction. Subscriber further acknowledges that, pursuant to the Company Agreement, the Managing Member is entitled to be indemnified out of the assets of the Company against all expenses (including legal fees and disbursements) or costs arising in connection with its activities involving the Company or its relationship to the Company, in the absence of circumstances specified in that Company Agreement.

8. Power of Attorney. Subscriber hereby irrevocably constitutes and appoints the Managing Member, Subscriber's true and lawful attorney-in-fact, with full power and authority in Subscriber's name, place and stead to (a) execute, deliver, certify, acknowledge, swear to, file, record and publish all documents and other instruments described in the section of the Company Agreement entitled "Power of Attorney," which is hereby incorporated in this paragraph by this reference, and (b) execute and deliver the Company Agreement on behalf of Subscriber.

9. Application Binding on Subscriber's Successors. The representations, warranties and agreements in this Subscription Application shall be binding on Subscriber's successors, assigns, heirs and

legal representatives and shall inure to the benefit of the respective successors and assigns of the Company and the Managing Member.

10. Arbitration. Except as expressly provided in the Company Agreement or this Subscription Application, any dispute, claim or controversy between or among any of the Members or between any Member and the Company or the Managing Member arising out of or relating to this Subscription Application or any subscription by any Member to invest in the Company, or any termination, alleged breach, enforcement, interpretation or validity of any of those agreements (including the determination of the scope or applicability of this agreement to arbitrate), or otherwise involving the Company will be determined, upon the request of any party to any controversy, by arbitration in the county and state in which the Managing Member maintains its principal office at the time the request for arbitration is made (or, if there is more than one Managing Member, the county and state in which the Managing Member holding a majority in interest of the Managing Member interests maintains its principal office at the time such request is made), before a sole arbitrator, in accordance with the laws of the State of Delaware for agreements made in and to be performed in the State of Delaware. Such arbitration will be administered by the Judicial Arbitration and Mediation Services (JAMS) pursuant to its Comprehensive Arbitration Rules and Procedures, and no party to any such controversy will be entitled to any punitive damages. Notwithstanding the foregoing, no arbitration proceeding brought against the Company or the Managing Member will be consolidated with any other arbitration proceeding brought against the Company or the Managing Member without the Company's and the Managing Member's consent. Judgment may be entered upon any award granted in any such arbitration in any court of competent jurisdiction in the county and state in which the Managing Member maintains its principal office at the time the award is rendered (or, if there is more than one Managing Member, the county and state in which the Managing Member with a majority in interest of the Managing Member interests maintains its principal office at the time), or in any other court having jurisdiction. The arbitrator shall, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. This **Section 10** applies to any dispute, claim or controversy involving Subscriber regardless of whether Subscriber is a Member at the time the claim is made or the dispute, claim or controversy arises.

NOTICE: By executing this Subscription Application, Subscriber is agreeing to have all disputes, claims or controversies arising out of or relating to this Subscription Application decided by neutral binding arbitration, and Subscriber is giving up any rights he or she or it may possess to have those matters litigated in a court or jury trial. By executing this Subscription Application, Subscriber is giving up his or her or its judicial rights to discovery and appeal except to the extent that they are specifically provided for in this Subscription Application. If Subscriber refuses to submit to arbitration after agreeing to this provision, Subscriber may be compelled to arbitrate under federal or state law. Subscriber confirms that his or her or its agreement to this arbitration provision is voluntary.

11. Governing Law. This Subscription Application will be governed by the laws of the State of Delaware as those laws are applied to agreements that are made in Delaware by Delaware residents and that are to be performed wholly within Delaware, excluding the conflict-of-laws rules of Delaware; provided that United States federal law, including the Federal Arbitration Act, will apply to **Section 10**.

12. Privacy Policy. This Subscription Application contains "nonpublic personal information" about Subscriber (including financial information showing Subscriber's financial qualifications to subscribe). The Company and the Managing Member will obtain and develop additional nonpublic personal information about Subscriber (such as capital account balances and amounts and dates of additional capital contributions and withdrawals) as a result of the investment contemplated by this Subscription Application. The Company and the Managing Member generally do not disclose this information to third parties, other than service providers who must obtain access to that information in order to permit the Company and the Managing Member to conduct their affairs (e.g., auditors, accountants, attorneys and other consultants). The Company

and the Managing Member restrict access to such information internally to those personnel who need the information in order to conduct the Company's and the Managing Member's business. The Company and the Managing Member maintain safeguards at their facilities to provide reasonable protection for the confidentiality of nonpublic personal information about Members. Subscriber understands that, while the Managing Member will use reasonable efforts to keep Subscriber's investment in the Company and the information Subscriber provides the Managing Member confidential, any provision of this Subscription Application or the Company Agreement to the contrary notwithstanding, (i) there may be circumstances in which applicable law or regulation relating to combating terrorism or money laundering may require the release of information provided in this Subscription Application to law enforcement or regulatory officials, (ii) the Company or Managing Member may present this Subscription Application and the information provided in it to such regulatory bodies or other parties as may be appropriate to establish the availability of exemptions from certain securities and similar laws or the compliance of the Company or the Managing Member with applicable laws and (iii) the Company or Managing Member may disclose this Subscription Application, the information provided in it or other information relating to Subscriber's investment in the Company when required by judicial process or, to the extent permitted under applicable privacy laws, to the extent the Managing Member considers that information relevant to any issue in any action, suit, or proceeding to which the Company is a party or by which it is or may be bound. If Subscriber has instructed the Managing Member to send duplicate reports to third parties pursuant to this Subscription Application, Subscriber may revoke this instruction at any time by sending a written notice to the Managing Member indicating that a previously authorized third party is no longer authorized to receive Subscriber's reports.

13. Legal Counsel. Subscriber acknowledges that (i) the terms of the Company, including the Members' and the Managing Member's respective rights, obligations, and liabilities as set forth in the Company's Company Agreement and this Subscription Application, were determined by the Managing Member and not through negotiation with any investor or group of investors, and (ii) Sidley Austin LLP, counsel to the Managing Member, represents only the Managing Member, and not the Company or any prospective or existing investor in the Company in its capacity as such an investor.

14. Severability. If any provision of this Subscription Application is determined to be invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict with such applicable law and shall be deemed modified to conform with such law. Any provision of this Subscription Application that may be invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provision of this Subscription Application, and to this extent the provisions of this Subscription Application shall be severable.

15. Continuous Representations. If Subscriber becomes aware of any fact or circumstance that may render any of the representations and warranties in this Subscription Application, or any other information in this Subscription Application relating to Subscriber, inaccurate in any respect, Subscriber shall immediately notify the Managing Member.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE.]

CAPITAL COMMITMENT: Subscriber hereby agrees to make a Capital Commitment to the Company, in accordance with the Company Agreement, in the following amount:

\$ _____

Subscriber represents and warrants that the information provided above is true and correct in all material respects. By signing below, Subscriber agrees to become a Member of Crypto Currency Partners II, LLC under the terms and conditions of the Company Agreement (as amended through the date Subscriber executes this Subscription Application). Subscriber has received and read such Company Agreement and this Subscription Application. In addition, Subscriber agrees to deliver to the Managing Member, if requested, a copy of any documentation necessary to establish the authority of the person signing this document on behalf of Subscriber (*e.g.*, corporate articles of incorporation, bylaws, and authorizing resolutions; partnership agreement; operating agreement; declaration of trust). Each person signing below represents and warrants that he or she has all requisite power and authority to execute this Subscription Application and the Company Agreement on behalf of Subscriber.

**SIGNATURE FOR INDIVIDUAL
SUBSCRIBER:**

(Signature)

(Print Name)

(Signature of Joint Subscriber, if any)

(Print Name of Joint Subscriber, if any)

Dated: _____

**SIGNATURE FOR PARTNERSHIP,
CORPORATION, TRUST OR OTHER
ENTITY SUBSCRIBER:**

(Print Name of Subscriber)

(Signature)

(Print Name of Person Signing)

(Print Title of Person Signing)

Dated: _____

SIGNATURE

ACCEPTED:

By: BLOCKCHAIN CAPITAL, LLC
Managing Member

By: _____

Dated: _____

Its: _____

“BAD ACTOR” STATUS

Rule 506 of Regulation D under the Securities Act of 1933, as amended (the “*Securities Act*”), has been amended to include “bad actor” disqualification requirements in Rule 506(d). Under new Rule 506(d), the Company will not be permitted to rely on the Rule 506 exemption from Securities Act registration if the Company or any other person covered by the rule experiences a “disqualifying event.” In order to fulfill the Company’s obligations, it requires certain acknowledgements, representations, warranties and undertakings from certain Subscribers that they are not “bad actors” before the Company will issue securities. A Subscriber is considered a “bad actor” if Subscriber:

- (a) has within the last ten (10) years, been convicted of a felony or misdemeanor, in the United States, (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the Securities and Exchange Commission (the “*SEC*”) or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
- (b) is currently subject to any order, judgment or decree of any court of competent jurisdiction, entered in the last five (5) years, that restrains or enjoins Subscriber from engaging in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of a false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
- (c) is currently subject to a final order⁸ of a State securities commission (or an agency or officer of a State performing like functions), a State authority that supervises or examines banks, savings associations, or credit unions, a State insurance commission (or an agency or officer of a State performing like functions), an appropriate Federal banking agency, the National Credit Union Administration, or the Commodity Futures Trading Commission, that —
 - (i) bars Subscriber from —
 - (A) association with an entity regulated by such commission, authority, agency, or officer;
 - (B) engaging in the business of securities, insurance, or banking; or
 - (C) engaging in savings association or credit union activities; or
 - (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct within the last ten (10) years;
- (d) is currently subject to an order of the SEC pursuant to Section 15(b) or 15B(c) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) or Section 203(e) or (f) of the Investment Advisers Act of 1940 (the “*Advisers Act*”) that (i) suspends or revokes Subscriber’s registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on Subscriber’s activities, functions or operations, or (iii) bars Subscriber from being associated with any entity or from participating in the offering of any penny stock;

⁸ The term “final order” means a written directive or declaratory statement issued by a federal or State agency pursuant to applicable statutory authority and procedures, that constitutes a final disposition or action by that federal or State agency.

- (e) is currently subject to any order of the SEC, entered in the last five (5) years, that orders Subscriber to cease and desist from committing or causing a violation or future violation of (i) any scienter-based anti-fraud provision of the federal securities laws (including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder) or (ii) Section 5 of the Securities Act;
- (f) is currently suspended or expelled from membership in, or suspended or barred from association with a member of, a securities self-regulatory organization⁹ for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;
- (g) has filed as a registrant or issuer, or has been named as an underwriter in, a registration statement or Regulation A offering statement filed with the SEC that, within the last five (5) years, (i) was the subject of a refusal order, stop order, or order suspending the Regulation A exemption or (ii) is currently the subject of an investigation or a proceeding to determine whether such a stop order or suspension order should be issued; or

is subject to (i) a United States Postal Service false representation order entered into within the last five (5) years, or (ii) a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

⁹ The term "self-regulatory organization" means a registered national securities exchange or registered national or affiliated securities association.

Exhibit B

Certain Risk Factors and Conflicts of Interest

Potential investors should be aware that an investment in the Company involves a significant degree of risk. Outlined below are certain of the major risk factors and conflicts of interest which potential investors should carefully consider in deciding whether to invest in the Company. The following risk factor and conflicts of interest outline does not purport to be comprehensive or complete. Potential investors should consult their own legal, tax, and financial advisers before investing in the Company.

I. CERTAIN RISK FACTORS

General

Venture Capital Investing In General. Venture capital investing involves a high degree of business and financial risk that can result in substantial losses. In order for the Company's investment program to succeed, the Principals must be able to accurately identify successful business enterprises – a process which is difficult even for those with extensive experience in the venture capital field or a past record of success. An investment in the Company is highly speculative, involves a high degree of risk and could result in the loss of part or all of a Member's Capital Contributions. Therefore, no person should commit to invest in the Company unless he, she, or it can bear such a loss. An investment in the Company is suitable only for sophisticated investors with other sufficient assets who are capable of making an informed independent decision as to the risks involved in an investment in the Company.

Competition for Investments. The business of identifying and structuring investments of the types contemplated by the Company is competitive and involves a high degree of uncertainty. The Company may encounter intense competition from other investment funds and strategic investors having investment objectives similar to that of the Company. In particular, the Company expects to compete for investment opportunities with other venture capital funds, venture capital affiliates of large industrial companies and high net-worth individuals ("angel" investors), as well as industrial and financial companies investing directly, rather than through investment funds. Particularly in light of the competitive landscape, there can be no assurance that the Company will succeed in finding and completing investments on similar or favorable terms.

Instability of Target Companies. Many of the companies in which the Company invests are expected to be unseasoned or historically unprofitable. These companies may also lack technical, marketing, financial and other resources or may be dependent upon the success of one or a small number of products or services or the unique effectiveness of a single manager or small management team. The failure of any one element of such a company's business, such as the loss of a key executive or the failure of a particular product or service, may have a materially adverse impact on such a company. Furthermore, these companies may be more vulnerable to competition and to overall economic conditions than larger, more established entities.

Reliance on the Managing Member and its Principals. The Company's success depends on the ability of the Managing Member and its Principals to identify and invest in promising portfolio companies. Members have no right or power to take part in the management of the Company. The Company's investment performance could be materially adversely affected if any Principal of the Managing Member were to die, become ill or disabled, or otherwise cease to be actively involved in the management of the Company's portfolio.

No Past Performance. The Company is newly formed and has no performance history.

General Economic and Market Conditions. The success of the Company's investments may be adversely affected by global, national, and local economic and market conditions, particularly if those conditions inhibit the ability of companies in which the Company invests to achieve liquidity by "going public" through the initial public offering (IPO) process or by being acquired by larger companies or financial buyers at attractive valuations.

Taxation. The Company expects to be deemed to be a partnership, and that the Members will be treated as partners, for U.S. tax purposes. **The taxation of partners is complex.** Prospective investors should consult their own tax advisors with respect to their own tax situations and the effect of an investment in the Company.

Investment Risks

All investing and trading activities risk the loss of capital. The following discussion sets forth some of the more significant risks associated with the Company's proposed portfolio activities.

An Undiversified Portfolio. The Company has a selective strategy focused on a single industry sector, "crypto currencies" (as broadly defined), which means that the Company will not be as diversified as other investment vehicles with broader investment mandates. While the Managing Member will attempt to identify portfolio companies that present limited "downside" risk relative to "upside" opportunity, prospective investors must be prepared for the possibility of substantial losses that may not be mitigated by countervailing gains.

No Assurances as to Selection Criteria for the Company's Portfolio Companies. In selecting potential portfolio companies, there can be no assurance as to what factors the Managing Member or its Principals will consider. Poor selection could result in material losses for the Company, particularly given the precarious financial condition of many of the Company's portfolio companies.

Possible Inability to Deploy Capital. No assurance can be given that the Managing Member will be able to identify suitable investment opportunities in which to deploy all available capital or make successful portfolio company investments. No assurance can be given that the Managing Member will be successful in doing so.

Penalty for Failure to Make Capital Contributions. Failure of a Member to meet a capital call could have materially adverse consequences, including, without limitation, forfeiture of all or a portion of the defaulting Member's Interest in the Company, of the or forced sale of that Interest.

Indemnification, etc. The Company has an obligation to indemnify the Managing Member and its members, employees, officers, agents, representatives and affiliates (collectively, "Covered Persons") for actions or omissions not constituting fraud, willful violation of law that was related to the Company, or gross negligence. Covered Persons are expected to become active participants in management of certain portfolio companies. If any Covered Persons (including any of the Managing Member's Principals), participate in management on behalf of the Company, the Company may be exposed to liability if any duties owed by such persons to portfolio companies are breached. Additionally, parties could seek damages based on allegations of wrongdoing in the course of exercising such influence and control. Amounts distributed to each Member will be subject to recall to fund indemnity payments to the extent of any distributions received.

Risks of Certain Dispositions of Assets. In connection with the disposition of an investment in a company in which the Company invests, the Company may be required to make representations about the business and financial affairs of the company typical of those made in connection with the sale of any business. It may also be required to indemnify the purchasers of such investment to the extent that any such representations turn out to be inaccurate. These arrangements may result in contingent liabilities, which might ultimately have to be funded by the Members to the extent of their Capital Commitment to the Company or previous distributions made to them.

Timing of Gains and Losses. Some of the Company's investments will be in illiquid securities that the Company must hold for significant periods before the success, or failure, of the investment becomes apparent or any gains can be realized. It may take longer for successful investments to realize their potential than for unsuccessful ones to reveal their weaknesses.

Illiquid Company Investments. All of the securities that the Company expects to acquire will be issued by early stage, privately held companies. As a result, there will be no readily available secondary market for the Company's securities in those companies, and those securities will be subject to strict restrictions on sale and transfer. Accordingly, the Company may be unable to realize liquidity for such investments (for example, through an IPO or acquisition) for significant periods of time (if at all). Even after a successful IPO, the Company may be precluded from selling its shares in portfolio companies that have gone public for some time (often 6 months after the IPO), during which time the price of a company's securities could decline precipitously.

Distributions of Assets Other Than Cash. The Managing Member may distribute certain of the Company's investments in securities or other non-cash property. Distributions in kind, particularly on dissolution of the Company, may result in the receipt by Members of highly illiquid unregistered securities. A Member who receives assets other than cash from the Company may incur substantial costs and delays in converting those assets to cash.

No Separate Representation. The Managing Member has been represented as to matters of law by its own counsel in connection with the incorporation of the Company. That counsel has not acted on behalf of the Company or any Member in connection with its investment in the Company nor has it advised on the laws of any other jurisdiction.

Not a Complete Investment Program. The Company may be deemed a speculative investment and is not intended as a complete investment program. It is designed only for sophisticated and experienced investors who are able to bear the risk of loss of their entire investment.

II. POTENTIAL CONFLICTS OF INTEREST

In the conduct of the Company's business, conflicts may arise between the interests of the Managing Member and its Principals and those of Members or the Company. By signing the Subscription Application, each Member acknowledges and consents to the Managing Member's and its Principal's good faith exercise of discretion in handling the Company's business, including where the Managing Member or its Principals have a conflict of interest.

Other Business Relationships and Activities; Establishment of Other Funds. The Managing Member and its Principals will devote only so much of their time and resources to the activities of the Company as they deem necessary and appropriate. The Managing Member and the Principals also manage the Parallel Fund and may organize a new investment fund similar to the Company, after certain benchmarks have been achieved and upon the occurrence of certain other events. Any such fund may compete with the Company for investment opportunities, or may make investments in companies in which the Company has already invested that dilute the Company's investments. There is no assurance that Members in the Company will be offered the opportunity to participate in any subsequent funds.