

SUBSCRIPTION AGREEMENT FOR SECURITIES AND DIGITAL ASSETS

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS (INVESTORS) WHO CAN BEAR THE ECONOMIC RISK FOR A PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. ADDITIONALLY, YOUR INVESTMENT MAY SUFFER A LOSS IF YOUR SECURITIES ARE SOLD AT A PRICE THAT IS LOWER THAN WHAT YOU PURCHASED IT FOR.

(a) EXECUTION ONLY SERVICES

With execution-only services, the Investor makes their own investments without receiving any advice or recommendations from Red Matter. The Investor thus bears full responsibility for assessing investment instruments and the risks they entail when trading listed securities.

When executing, transmitting or placing orders, Red Matter, its appointed dealers, brokers and other 3rd parties shall act honestly, fairly and professionally in accordance with the best interest of the Investor, take all reasonable steps to obtain the best possible result for the Investor, taking into account various criteria such as price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

Prospective investors should not consider the information in the subscription agreement or any of the other materials available on the platform (the “listing materials”) or any communications from the company or any of its officers, employees or agents as investment, legal or tax advice. In making an investment decision, investors must rely on their own examination of the company and the terms of the securities offered, including the merits and the risks involved. Each prospective investor should consult the investor’s own counsel, accountant and other professional advisor as to investment, legal, tax and other related matters concerning the investor’s proposed investment.

(b) INVESTMENT RISKS

The listing materials may contain publicly available historical data and forward-looking statements, forecasts and financial information relating to the company, its business plan and strategy, and its industry. These statements are taken from publicly disclosed information from the company and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in the forward-looking statements. Investors are warned not to over rely on these forward-looking statements. By executing this Subscription Agreement, the Investor acknowledges having carefully read the publicly available securities information on the Exchange

where the Issuer's securities are listed and any other available information required by the Subscriber to make its own investment decision.

The subscriber agrees to indemnify Red Matter LLC against all losses that they may suffer or incur resulting from reliance on the representations, warranties, certifications and covenants of the Issuer or the breach of any of them by the Issuer.

The subscriber acknowledges that neither Red Matter LLC or their respective officers, directors, employees, agents or representatives is responsible for any misrepresentation made by the Issuer, including for any error, omission or misstatement in any of the materials included in the platform operated by Red Matter LLC.

(c) SAFE CUSTODY

Safe Custody shall apply to the securities and assets entrusted by the investor to and accepted into the custody of Red Matter or its appointed party (hereinafter referred to as "safe custody assets"). In particular, Red Matter shall accept: a) book-entry securities; b) non-book-entry securities, specifically 1. securities for safekeeping in an open custody account; 2. market investments not evidenced in the form of securities, for entry and administration in an open custody account.

To evidence and track the securities under custodianship, Red Matter shall issue digital security tokens (herein referred to as 'Digital Assets') which is a digital version of the assets purchased and under custodianship. The digital security tokens will be registered on the Ethereum Blockchain and on the account of the Subscriber.

(d) DIGITAL ASSETS RISKS

The value of Digital Assets may change significantly (even on an intraday basis) and movements on the price of the Digital Assets may be unpredictable, especially when traded on non-regulated exchanges (see 'Digital Exchanges' below)

While the volatility of the value of Digital Assets is (perceived as) high, changes and advances in technology, fraud, theft and cyber-attacks and regulatory changes, among others, may increase volatility further – elevating the potential of investment gains and losses. In addition, Digital Assets lack the historical track record of other financial instruments, currencies or commodities such as gold that could guide if current levels of volatility are typical or atypical.

Investments in Digital Assets and in cryptocurrencies are deemed **highly speculative** investments. Digital Assets and cryptocurrencies are subject to **high volatility**, i.e. the price of Digital Assets or of cryptocurrencies may rapidly go down as well as up, on any given day. The movements of the Digital Assets and of cryptocurrencies are

unforeseeable. The Investor acknowledges that Digital Assets and cryptocurrencies are not supervised by authorities or institutions such as central banks and that, therefore, there is no authority or institution which may intervene to stabilize the value of Digital Assets or cryptocurrencies and/or prevent or mitigate irrational price developments.

The risk of substantial or total loss in purchasing or selling Digital Assets exists. The Investor acknowledges and agrees that he shall access and use the Service at his own risk.

(e) DIGITAL EXCHANGES

Digital security tokens may be listed as derivatives (herein referred to as a ‘Synthetic Tokens’) and traded on non-regulated exchanges, including a Decentralized Exchange, a peer-to-peer exchange for trading digital assets and crypto currencies.

Investors deciding to list and trade their security tokens as Synthetic Tokens on non-regulated, Decentralized Exchanges may not be subject to a number of important rules designed to protect investors. In particular, Digital Assets and Synthetic Tokens may not be subject to insider trading and market manipulation regulations. Accordingly, the market for the Digital Assets (to the extent one such market develops for the Digital Assets) may be more prone to fraud or insider trading.

To the extent permitted by law, Red Matter LLC and their respective affiliates, associates, directors, officers and employees shall not be liable to any person for any loss, claim, cost, expense, damage or liability (collectively, the “losses”) resulting from the acts or omissions, negligence or misconduct committed on Decentralized Exchanges and any other exchanges where digital securities and synthetic tokens may be traded.

(f) TECHNOLOGY RISKS

Digital Assets are instruments that rely on Blockchain Distributed Ledger technology to be recorded and transferred. The acquisition of Digital Assets, as well as their transfer on a Distributed Ledger may be subject to fees payable in cryptocurrencies. Digital Assets are therefore usually in a relationship of interdependence with cryptocurrencies.

The Distributed Ledger technology, on which the functioning of the Digital Assets and cryptocurrencies is based, is still at an early stage and best practices are still to be determined and implemented. The Distributed Ledger technology is likely to undergo significant changes in the future. Technological advances in cryptography, code breaking or quantum computing etc. may pose a risk to the security of Digital Assets and cryptocurrencies. In addition, alternative technologies to certain cryptocurrencies could be established, making the relevant cryptocurrency less relevant or obsolete. If

the Digital Assets are traded on a Distributed Ledger that becomes less relevant or obsolete, this could negatively affect the price and the liquidity of the Digital Assets.

The functioning of the Digital Assets and of cryptocurrencies relies on open-source software. Developers of such open-source software are not employed or controlled by the Bank or the Sub-custodians. Developers may introduce weaknesses and programming errors into the open-source software or may stop developing the open-source software (potentially at a critical stage where a security update is required), keeping Digital Assets or cryptocurrencies exposed to weaknesses, programming errors and threats of fraud, theft and cyber-attacks.

Distributed Ledger networks have experienced a surge in the number of transactions over the last few years. An increasing number of transactions coupled with the inability to implement changes to Distributed Ledger technology may result in a slower processing time of Transactions (potentially days to verify a Digital Asset transaction) and/or a substantial increase in the transaction fees paid to so called "miners" of cryptocurrencies for facilitating the processing of Digital Asset transactions. This may limit Red Matter's ability to process Transactions and lead to an increase of the fees.

Red Matter does not guarantee that Red Matter's Blockchain Smart Contracts, or even the Distributed Ledger network on which they operate, are bug-free and will function according to the Investor's expectations. Furthermore, Red Matter retains the possibility to amend the code of the Smart Contract at any time.

(g) BUY ORDERS AND PAYMENTS

Online trading is not suitable for all investors: system access and trade placement and execution may be delayed or fail due to market volatility and volume, quote delays, system and software errors, internet traffic, outages and other factors. Should an order not be filled, the Subscriber may attempt to re-book a non-filled order. Re-booked orders are subject to market conditions and prices at the time of a new submitted order.

Payments made in a Different Currency: payments made by the Subscriber in a fiat or crypto currency other than the security's default trading currency shall be converted by Red Matter's appointed payment processor (bank, broker, card processing provider or crypto exchange in case of crypto currencies) into the default trading currency. The Subscriber shall receive the amount of securities equivalent to the converted amount received from the payment processor after the currency conversion operation. Should the converted amount be less than the required amount of the trade order placed, the Subscriber is required to re-book the order with an additional amount of funds to fulfill the original order submitted. Re-booked orders are subject to market conditions and prices at the time of a new submitted order.

Trading Fees: the Subscriber agrees to pay Trading Fees as described on the Fees Section of this page <https://redmatter.capital/LearnMore#Fees> and summarized here

- .30% transfer and conversion cost from LTC to USD
- \$ 1 per share

(h) SELL ORDERS

Subscribers selling securities denominated in fiat shall receive a credit to their account in crypto after conversion by Red Matter's appointed payment processor.

(i) CURRENCY RISK

Subscribers acknowledge that there is a currency conversion risk when buying and selling a fiat denominated security with crypto, due to the fluctuation rate between crypto and fiat. The Subscriber understands that the amount of crypto received after the sale of a security may be less than the amount originally paid for at the time of the purchase of the security, even if the fiat price of the security has increased or not changed.

(j) INVESTOR DOMICILE: the Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

Investors from domiciles excluded and not allowed to trade securities include:

- The United States
- Canada
- OFAC countries as per this list of sanctioned countries

You hereby declare that are not a citizen or permanently residing in any of the excluded domiciles.

(k) VALUATION: the Subscriber acknowledges that the price of the Securities was set by the market for a publicly listed company whose securities are traded and subject

to market price fluctuations on regulated public exchanges. The Subscriber further acknowledges that future prices of the Securities may become at lower, with the result that the Subscriber's investment will bear a lower valuation.

(l) Consent to Electronic Delivery of Communications: the Subscriber acknowledges that it may receive information from Red Matter. The Subscriber consents to the receipt of any information and communications electronically.

(m) Governing Law and Language: this Agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the laws of Montenegro applicable therein.

The undersigned, desiring to purchase the securities from Red Matter LLC, by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

The undersigned _____ (the "**Subscriber**") hereby irrevocably offers to subscribe for _____ (the "**Securities**") for an aggregate subscription amount of _____