SUBSCRIPTION DOCUMENTS

GLDY

Tokenized Shares Of

Streamex Ltd.

(a Cayman Islands exempted company)

GLDY ServiceCo, LLC
Servicer

THE NON-VOTING, PARTICIPATING SHARES DIGITALLY REPRESENTED BY TOKENS (THE "*TOKENS*") REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN THE CURRENT MEMORANDUM AND ARTICLES OF ASSOCIATION (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*ARTICLES*") OF STREAMEX LTD. (THE "*SPV*") HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE SECURITIES LAWS AND HAVE NOT OTHERWISE BEEN REGISTERED WITH OR QUALIFIED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THE TOKENS ARE BEING SOLD IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. THE TOKENS MUST BE ACQUIRED FOR INVESTMENT ONLY AND CANNOT BE SOLD, PLEDGED, HYPOTHECATED, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE RESTRICTIONS ON TRANSFERABILITY CONTAINED IN THE ARTICLES, AND (II) APPLICABLE U.S. FEDERAL, U.S. STATE AND OTHER U.S. AND NON-U.S. SECURITIES LAWS. THEREFORE, PURCHASERS OF THE TOKENS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE SPV AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. TOKENS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL, STATE OR FOREIGN SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF ANY DOCUMENT USED IN THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

SUBSCRIPTION INSTRUCTIONS

The subscription materials contained herein relate to an offering of non-voting, participating shares digitally represented by tokens ("*Tokens*") by Streamex Ltd. (the "*SPV*"). Prospective investors ("*Subscribers*") should read the most recent Memorandum and Articles of Association (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "*Articles*") and the Private Placement Memorandum (as the same may be modified from time to time, the "*Memorandum*") of the SPV, as well as these subscription documents, prior to subscribing to purchase Tokens. GLDY ServiceCo, LLC, a Delaware limited liability company (the "*Servicer*"), has been delegated the day-to-day management of the SPV by the SPV's Board of Directors (the "*Board*"), who are ultimately responsible for the SPV. Subscriber will become a shareholder in the SPV in the sole discretion of the Servicer. The SPV or any appointed agent can require any information in its sole discretion for the purposes of meeting legal and regulatory requirements, prior to acceptance of a Subscriber or during the course of the business relationship. Capitalized terms used but not defined herein have the meanings given to them in the Memorandum.

The Tokens are intended for investors who are "accredited investors" as such term is defined in Rule 501 of Regulation D promulgated under the United States Securities Act of 1933, as amended (the "Securities Act"), who are eligible to invest pursuant to the laws to which they are subject, and who otherwise meet the eligibility criteria set forth in this Agreement. Subscribers will also need to complete the following steps.

1. Onboard with Streamex Corp.

    a. Complete all applicable parts of the Investor Questionnaire, including the (i) Benefit Plan Investor Status Questionnaire, (ii) Accredited Investor Status Questionnaire, (iii) Disqualifying Event Status Questionnaire, and, as applicable, (iv) Certain U.S. Taxpayer Certifications, (v) the European Investor Questionnaire, and (vi) the Canadian Accredited Investor Questionnaire.

    b. Complete and sign the applicable Internal Revenue Service ("IRS") tax form(s) (e.g., W-9, W-8 BEN, W-8BEN-E, W-8IMY and any required attachments thereto (including, without limitation, any withholding statements and applicable IRS Forms W-8 and/or W-9 for underlying beneficial owners, as applicable), W-8 ECI, W-8 EXP), in accordance with the instructions to such form(s). Subscribers must provide the latest versions of the required IRS forms, which can be found at: *http://apps.irs.gov/app/picklist/list/formsPublications.html*.

    c. Complete and sign either the CRS Individual Self-Certification Form or the CRS Entity Self-Certification Form, in accordance with the instructions to such form, available at the Cayman Islands Department of International Tax Cooperation website at *www.ditc.gov.ky*.

    d. Complete AML/KYC onboarding pursuant to the instruction in Appendix 3. The SPV or the SPV's administrator (the "*Administrator*") may request additional documents as necessary under securities or anti-money laundering laws from any prospective Subscriber.

    e. Provide and verify your wallet information, pursuant to the instruction on Appendix 1.

2. Complete and sign the subscription agreement (including additional representation page, if applicable) (the "*Agreement*").

3. Fund your subscription amount

   a. **For U.S. Dollar Contributions.** Send the intended subscription amount to the SPV once you've executed the Agreement. Subscription amounts may be sent by wire to:

Correspondent Bank:	The Bank of New York Mellon New York, NY
Routing/ABA Number:	021000018
Correspondent Bank SWIFT Code: *(International Wires Only)*	IRVTUS3N
Account Number at Correspondent Bank:	890 1050 210
Beneficiary Bank:	FundBank Ltd. 20 Genesis Close Grand Cayman, Cayman Islands
Beneficiary Bank SWIFT Code:	CAYIKYKY
Beneficiary Account Name:	Streamex Ltd.
Beneficiary Account Number:	03479100
References & Special Instructions:	

   Note: It is recommended that the Subscriber have the bank charge its wiring fees separately so that an even amount may be invested.

   b. **For In-Kind Contributions.** For a proposed in-kind investment of asset(s), please read the instructions and then complete Appendix 1.

4. Upon acceptance of the subscription, the Streamex or the Administrator will send a confirmation. Settlement is generally expected to occur within 1-4 business days after acceptance, although settlement may take longer.

5. Inquiries regarding the subscription documents or procedures should be directed to streamex@zedra.com and GLDY@streamex.com.

   You can also reach the Administrator at the following:

   Zedra Fund Administration (Cayman) Ltd
   P.O. Box 10176
   Governor's Square
   23 Lime Tree Bay Avenue
   Grand Cayman, KY1-1002
   Cayman Islands

INVESTOR QUESTIONNAIRE

Name of Subscriber (full legal name) ____

SSN/ Tax ID ____

Additional Information for Natural Persons

Date of Birth ____

Country of Birth ____

Country of Citizenship ____

Additional Information for Entities (including trusts)

Jurisdiction of Formation ____

Jurisdiction of Domicile or
Principal Place of Business ____

Date Organized ____

Number of Partners, Shareholders,
Members or Beneficiaries ____

Purpose of Organization ____

____

Certain AML Information

Describe briefly the source of funds for this investment: ______________________________

____

Describe briefly the purpose of this investment: ____________________________________

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Type of Subscriber (check all that apply):

☐ Individual	☐ Joint (Spouses)	☐ Joint (Other)
☐ General Partnership	☐ Limited Partnership	☐ Limited Liability Company
☐ Corporation or Company	☐ Revocable Trust	☐ Irrevocable Trust
☐ Charitable Trust	☐ IRA	☐ Keogh Plan

☐ Employee Benefit Plan ☐ Endowment ☐ Tax-Exempt Organization

☐ Fund of Funds ☐ Other: ____

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Mailing Address ____

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Phone ____

Fax ____

Email ____

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Residential Address/ ____

Principal Place of Business ____

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Phone ____

Fax ____

Email ____

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Authorized Representative ____

Address ____

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Phone ____

Fax ____

Email ____

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Authorized Signatories

Set forth below are the names of persons authorized by Subscriber to give and receive instructions between the SPV and Subscriber, together with their respective signatures. Such persons are the only persons so authorized until further written notice to the SPV and its agents signed by one or more of such persons. ***Note***: If the Subscriber is an individual and does not wish to authorize any other person to give or receive instructions on their behalf, the Subscriber may leave this section blank.

Name	Signature
______________________________	__________________________________
______________________________	__________________________________
______________________________	__________________________________
______________________________	__________________________________

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Standing Wire Instructions

Until further written notice to the SPV signed by one or more of the persons listed above, funds may be wired to Subscriber using the following instructions (must be to an account in the EXACT same name as the Subscriber).

______________________________ Name of Bank

______________________________ Address of Bank

______________________________ ABA/SWIFT Number

______________________________ Account Number

______________________________ Name Under Which Account Is Held

______________________________ For Further Credit Account Number

______________________________ For Further Credit Name

______________________________ Recipient Address

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Payment Information (Non-United States Payments only)

In connection with the efforts of the international financial community to avoid association with money-laundering activities or financial activities of persons identified as terrorists, the SPV requests that Subscriber supply information regarding Subscriber's subscription payment if such subscription payment is not being wired from the United States.

(a) Country of Wiring Bank ____

(b) Is the account at the Wiring Bank held in the name of Subscriber?

_______ Yes _______ No

(c) Is Subscriber subject to regulation by any governmental agency with jurisdiction over financial institutions or financial intermediaries (e.g., banking, insurance or securities regulatory authorities)?

_______ Yes _______ No

If "Yes," please identify the regulator and explain the nature of the regulation:

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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 five 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), and a brief description of the dispute and the resolution of the matter. Provide this information for Subscriber unless you are completing this Investor Questionnaire as a representative of Subscriber (e.g., an officer of a corporation that is subscribing or 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. **If none, please write "None" below.**

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BENEFIT PLAN INVESTOR STATUS - ALL SUBSCRIBERS COMPLETE

Note to Subscribers: If you are not investing through a pension plan, IRA, 401(k), or similar employee benefit plan, you may simply check Box A ("not a Benefit Plan Investor") and proceed to the next section. The questions below help the SPV comply with ERISA and related regulations.

In order for the SPV to accurately monitor its benefit plan investor participation, please review the following definition of a benefit plan investor and make the appropriate representations by checking all applicable boxes following the definition.

A "Benefit Plan Investor" is: (i) any employee benefit plan within the meaning of Section 3(3) of Employee Retirement Income Security Act of 1974, as amended ("*ERISA*") that is subject to the fiduciary responsibility provisions of Title I of ERISA; (ii) any individual retirement plan or account subject to the prohibited transaction rules of Section 4975 of the Internal Revenue Code of 1986, as amended (the "*Code*"); or (iii) any entity whose underlying assets include "plan assets" (as defined by ERISA and the regulations thereunder) by reason of a plan's investment in the entity.

The Subscriber represents that it is (please check all applicable spaces):

A. ______ **not** a Benefit Plan Investor;

B. ______ a Benefit Plan Investor that is

1. ______ subject to Part 4 of Title I of ERISA;

2. ______ subject to Section 4975 of the Code (that has not checked B.1. above);

3. ______ an entity whose underlying assets include "plan assets";

The Subscriber also represents that the percentage of its "plan assets" compared to the value of its total assets or included in its general account is not more than:

☐ 10%*	☐ 20%*	☐ 30%	☐ 40%	☐ 50%
☐ 60%	☐ 70%	☐ 80%	☐ 90%	☐ 100%

* applicable to entities with multiple classes, one of which exceeds the 25% threshold for Benefit Plan Investors and to U.S. insurance company general accounts

4. ______ a group trust, a bank common or collective trust or an insurance company separate account;

The Subscriber further agrees: (i) to notify the SPV not less than 30 days prior to this representation (or any part thereof) no longer being true or likely to become untrue; and (ii) to provide the SPV upon request such information as may be required to confirm and/or refine the representations provided above.

Note: the SPV does not currently intend to accept any subscription if the result thereof would be to make the assets of the SPV "plan assets" for purposes of ERISA. The SPV has the right to require Subscriber's withdrawal in order to maintain this status.

ACCREDITED INVESTOR STATUS – ALL SUBSCRIBERS COMPLETE

Note to Subscribers: Please check all categories that apply to you. If none of the categories apply to you, check the final box in the applicable section. If you check "none of the above," your subscription cannot be accepted, as only accredited investors may invest in the Tokens.

The Subscriber certifies that the Subscriber is an "accredited investor" as defined in Regulation D under the Securities Act for the reasons indicated below (*please check all that apply*):

<u>Individuals, Individual Retirement Accounts or Plans, and Revocable Trusts</u>

______ (i) (x) a natural person who has, (y) an individual retirement account ("IRA"), a Keogh Plan covering only a self-employed individual or a self-directed account of a one member retirement plan whose beneficial owner has, or (z) a revocable trust whose grantor has, a net worth, or a joint net worth with that person's spouse (or spousal equivalent), at the time of purchase in excess of $1,000,000. (For purposes of calculating net worth individuals should exclude the value of the primary residence and the related amount of indebtedness secured by the primary residence up to its fair market value. Indebtedness secured by the primary residence in excess of the value of the primary residence should be considered a liability and deducted from net worth. In addition, any increase in the amount of indebtedness secured by the primary residence in the 60 days prior to making the investment must be treated as a liability).

_______ (ii) (x) a natural person who had, (y) an IRA, a Keogh Plan covering only a self-employed individual or a self-directed account of a one member retirement plan whose beneficial owner had, or (z) a revocable trust whose grantor had, either (A) an individual income in excess of $200,000 in each of the two most recent years or (B) joint income with that person's spouse (or spousal equivalent) in excess of $300,000 in each of those years, and in each case, has a reasonable expectation of reaching the same income level in the current year.

_______ (iii) natural person holding in good standing with one or more of the following professional certifications or designations or other credentials: (A) Licensed General Securities Representative (Series 7); (B) Licensed Private Securities Offerings Representative (Series 82); (C) Licensed Investment Adviser Representative (Series 65); or (D) any other professional certification or designation or other credential from an accredited educational institution that the SEC may, from time to time, designate as qualifying an individual for accredited investor status.

_______ (iv) director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

or

_______ (v) none of the above apply.

Entities (Including Irrevocable Trusts)

_______ (i) bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity.

_______ (ii) broker or dealer registered pursuant to Section 15 of the Securities Act.

_______ (iii) investment adviser registered pursuant to Section 203 of the U.S. Investment Advisers Act of 1940, as amended (the "Investment Advisers Act") or registered pursuant to the laws of a state.

_______ (iv) investment adviser relying on the exemption from registering with the SEC under Section 203, Section 203(l) or (m) of the Investment Advisers Act (i.e., a qualified "exempt reporting advisor"), or pursuant to the laws of any state.

_______ (v) insurance company as defined in Section 2(a)(13) of the Securities Act.

_______ (vi) investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of that act.

_______ (vii) Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act.

_______ (viii) Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

_______ (ix) 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 has total assets in excess of $5,000,000.

_______ (x) employee benefit plan within the meaning of ERISA if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

_______ (xi) private business development company as defined in Section 202(a)(22) of the Investment Advisers Act.

_______ (xii) organization described in Section 501(c)(3) of the Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

_______ (xiii) trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

_______ (xiv) entity, of a type not listed in paragraphs (i) to (xiii), not formed for the specific purpose of acquiring the securities offered, owning Investments (as defined in Annex A) in excess of $5,000,000.

_______ (xv) a "family office" or "family client" of a "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act: (A) with assets under management in excess of $5,000,000, (B) that is not formed for the specific purpose of acquiring the securities offered, and (C) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

_______ (xvi) entity in which all of the equity owners are accredited investors (looking through certain entities where appropriate under applicable law). A trust may check this only if it is: (A) a business trust; (B) a real estate investment trust; or (C) a revocable grantor trust (in which case the revocable grantor trust's grantor(s) and source(s) of funding (but not its trustees or its beneficiaries) are to be deemed its sole equity owners).

If the Subscriber has checked "Yes" solely to this item, or if the Subscriber has checked "Yes" to this item and the Subscriber is an entity that must be looked through under applicable law, the Subscriber represents as follows: (A) the Subscriber has direct knowledge of the financial and status of each of the Subscriber's equity owners (including, for each direct and indirect equity owner that is a look-through entity under applicable law, their respective equity owners); (B) the Subscriber is familiar with the definition of "accredited investor," as such term is defined in Regulation D promulgated under the Securities Act; (C) all of the Subscriber's equity owners as of the date hereof are accredited investors (taking into account the need to look through certain entities under applicable law); and (D) the Subscriber will not subsequently admit any equity owner unless such equity owner is an accredited investor (taking into account the need to look through certain entities under applicable law). The Subscriber further represents that the following is a true and complete list of the Subscriber's equity owners, each of whom is an accredited investor. The SPV may require that each of the Subscriber's equity owners complete and deliver to the SPV a separate copy of this Investor Questionnaire, or that the Subscriber provides additional representations and warranties in a separate letter agreement with the SPV, as determined in its sole discretion.

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or

_______ (xvii) none of the above apply.

ANNEX A

DEFINITION AND METHODOLOGY FOR VALUATION OF "INVESTMENTS" FOR PURPOSES OF THE ACCREDITED INVESTOR QUESTIONNAIRES

Definition of Investments

The term "Investments" means:

1) "securities" (as defined in Section 2(a)(1) of the Securities Act), other than securities of an issuer that controls, is controlled by, or is under common control with, the Subscriber, unless the issuer of such securities is:

    (i) an Investment Vehicle (as defined below);
    (ii) a Public Company (as defined below); or
    (iii) a company with shareholders' equity of not less than $50 million, (determined in accordance with generally accepted accounting principles) as reflected on such company's most recent financial statements which present such equity information as of a date within 16 months preceding the date on which the Subscriber acquires an Interest;

2) real estate held for investment purposes;[1]

3) Commodity Interests (as defined below) held for investment purposes. The Subscriber may be deemed to hold any such Commodity Interests for investment purposes if the Subscriber is engaged primarily in the business of investing, reinvesting, or trading in such Commodity Interests.

4) Physical Commodities (as defined below) held for investment purposes. The Subscriber may be deemed to hold any such Physical Commodities for investment purposes if the Subscriber is engaged primarily in the business of investing, reinvesting, or trading in Physical Commodities;

5) to the extent not securities, "financial contracts" entered into for investment purposes. The Subscriber may be deemed to have entered into any such "financial contracts" for investment purposes if the Subscriber is engaged primarily in the business of investing, reinvesting, or trading in financial contracts;

6) if the Subscriber is (x) a commodity pool or (y) a company that would be an investment company under the Investment Company Act but for the exclusion provided by Section (3)(c)(1) or 3(c)(7) of the Investment Company Act, any amounts payable to the Subscriber pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Subscriber upon the Subscriber's demand; and

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[1] Real estate that is used by the Subscriber or a Related Person (as defined below) for personal purposes, or as a place of business, or in connection with the conduct of the trade or business of the Subscriber or a Related Person, will NOT be considered real estate held for investment purposes; provided that real estate owned by a Subscriber that is engaged primarily in the business of investing, trading or developing real estate in connection with that business may be deemed to be held for investment purposes. However, residential real estate will not be deemed to be used for personal purposes if deductions with respect to that real estate are not disallowed by Section 280A of the Code.

7) cash and cash equivalents (including foreign currencies) held for investment purposes, including bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes, and the net cash surrender value of an insurance policy.

"Investments" do not include other assets that do not necessarily reflect any experience in the financial markets or investing in unregulated investment pools, such as jewelry, art work, antiques, and other collectibles.

Other Definitions

"Commodity Interests" means, in accordance with Rule 2a51-1(a) under the Investment Company Act, commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of:

(i) any contract market designated for trading those transactions under the Commodity Exchange Act ("CEA") and the rules thereunder; or

(ii) any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the CEA.

***Note**: the term "Commodity Interests" differs for purposes of Commodity Futures Trading Commission ("CFTC") rules and regulations from the definition under Rule 270.2a51-1(a) and that the reference to Part 30 of the rules under the CEA, above, is to a previous version of the CFTC's rules and regulations but is still included in Rule 2a51-1(a).*

"Family Company" means an entity that owns not less than $5 million in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of those persons, the estates of those persons, or foundations, charitable organizations or trusts established for the benefit of those persons.

"Financial Contract" means any arrangement that:

(i) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;

(ii) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and

(iii) is entered into in response to a request from a counter-party for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counter-party to the arrangement.

"Investment Vehicle" means (x) an investment company under the Investment Company Act, (y) a company that would be an investment company under the Investment Company Act but for the exclusions provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Rules 3a-6 or 3a-7 promulgated thereunder, or (z) a commodity pool.

"Physical Commodity" means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

"Public Company" means a company that:

(i) files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act"); or

(ii) has a class of securities that are listed on a "designated offshore securities market," as defined by Regulation S of the Securities Act.

"Related Person" means a person who is related to Subscriber as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of Subscriber, or is a spouse of such descendant or ancestor; provided that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such owner.

Rules Regarding Certain Investments

Rules for Natural Person Subscribers. Subscriber who are natural persons may include as Investments:

(i) any Investments held jointly or as community property with such person's spouse; and

(ii) any Investments held in an IRA or similar account (e.g., Keogh plan), the investments of which are directed by, and held for the benefit of, such person.

Additionally, Subscribers subscribing jointly to the SPV may include in the amount of each spouse's Investments (without duplication) any Investments owned by the other spouse (whether or not such Investments are held jointly).

Rules for Entity Subscribers. For purposes of determining whether or not an entity Subscriber owns at least $25 million of Investments, Investments of that Subscriber's (x) majority-owned subsidiaries, (y) parent company (i.e., any company of which the Subscriber is a majority-owned subsidiary) and (z) that parent company's other majority-owned subsidiaries may all be aggregated to meet the minimum Investment amount requirements, regardless of which company is the prospective Subscriber.

Valuation of Investments

In determining the value of Investments, the aggregate amount of Investments owned and invested on a discretionary basis by such person can be either their fair market value on the most recent practicable date or the cost of such Investments, provided that the same method must be used for all Investments. However,

(i) in the case of Commodity Interests, the amount of Investments is the value of the initial margin or option premium deposited in connection with such Commodity Interests; and

(ii) in each case, there must be deducted from the amount of such Investments the following amounts:

(a) the amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring Investments; and

(b) for a Family Company, the amount in (a) plus the amount of any outstanding indebtedness incurred by the owner of the Family Company to acquire Investments, if applicable.

DISQUALIFYING EVENT STATUS – ALL SUBSCRIBERS COMPLETE

For both primary issuance and secondary trading, the SPV needs to understand if Subscriber is subject to any of the following (*please check all that apply*):

_______ (i) Subscriber has been convicted within ten years of the date hereof of any felony or misdemeanor (A) in connection with the purchase or sale of any security, (B) involving the making of any false filing with the U.S. Securities and Exchange Commission (the "*SEC*") or (C) 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.

_______ (ii) Subscriber is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the Subscriber from engaging or continuing to engage in any conduct or practice (A) in connection with the purchase or sale of any security, (B) involving the making of any false filing with the SEC or (C) 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.

_______ (iii) Subscriber is subject to a final order 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 U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that (A) as of the date hereof, bars the Subscriber from (1) association with an entity regulated by such commission, authority, agency or officer, (2) engaging in the business of securities, insurance or banking or (3) engaging in savings association or credit union activities or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof.

_______ (iv) Subscriber is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the 1934 Act or Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (A) suspends or revokes the Subscriber's registration as a broker, dealer, municipal securities dealer or investment adviser, (B) places limitations on the Subscriber's activities, functions or operations or (C) bars the Subscriber from being associated with any entity or from participating in the offering of any penny stock.

_______ (v) Subscriber is subject to any order of the SEC entered within five years of the date hereof that presently orders the Subscriber to cease and desist from committing or causing a violation or future violation of (A) any scienter-based anti-fraud provision of the federal securities laws or (B) Section 5 of the Securities Act,

_______ (vi) Subscriber is, as of the date hereof, suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange, a registered national or affiliated securities association (including FINRA), any foreign equivalent of a self-regulatory organization, any foreign or international securities exchange, any contract market designated pursuant to section 5 of the Commodity Exchange Act (or any substantially equivalent foreign statute or regulation), or any futures association registered under section 17 of the Commodity Exchange Act (or any substantially equivalent foreign statute or regulation), or has been denied trading privileges on any such contract market or foreign equivalent, for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.

_______ (vii) Subscriber has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five years of the date hereof, was the subject of a refusal order, stop order or order suspending the Regulation A exemption, or is presently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.

_______ (viii) Subscriber is subject to a United States Postal Service false representation order entered within five years of the date hereof or are presently subject to 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.

_______ (ix) Subscriber is subject to an order of the Commodity Futures Trading Commission denying, suspending, or revoking the Subscriber's registration under the Commodity Exchange Act, or is subject to an order by a foreign financial regulatory authority denying, suspending, or revoking the Subscriber's authority to engage in transactions in contracts of sale of a commodity for future delivery or other instruments traded on or subject to the rules of a contract market, board of trade, or foreign equivalent thereof.

_______ (x) Subscriber has been convicted within ten years of the date hereof of any felony (other than those described in clause (i) above).

_______ (xi) Subscriber, by its conduct while associated with a broker, dealer, municipal securities dealer, government securities broker, government securities dealer, or any entity required to be registered under the Commodity Exchange Act, has been found to be a cause of any effective suspension, expulsion, or order of the character described in clauses (i) through (x) above.

_______ (xii) Subscriber has associated with it any person who is known, or in the exercise of reasonable care should be known, to be a person described by clauses (i) through (xi) above.

_______ (xiii) Subscriber has willfully made or caused to be made in any application for membership or participation in, or to become associated with a member of, a self-regulatory organization, or in any report required to be filed with a self-regulatory organization, or in any proceeding before a self-regulatory organization, any statement which was at the time, and in light of the circumstances under which it was made, false or misleading with respect to any material fact, or has omitted to state in any such application, report, or proceeding any material fact which is required to be stated therein.

_______ (xiv) Subscriber is subject to an order of a foreign financial regulatory authority (A) denying, suspending, or revoking the Subscriber's registration as a broker, dealer, or equivalent, or limiting the Subscriber's activities as a foreign person performing a function substantially equivalent to a broker or dealer, or (B) barring or suspending the Subscriber from being associated with a broker, dealer, or foreign person performing a function substantially equivalent thereto.

_______ (xv) Subscriber is the subject of any ongoing proceeding, arbitration, action, indictment or charge that if resolved against the Subscriber or such person could result in a "disqualifying event" set forth in clauses (i) – (xiv) above.

_______ (xvi) Subscriber certifies that none of the above apply.

Subscriber understands and agrees that (i) the foregoing certifications will be continuing for the as long as Subscriber holds the Tokens, (ii) it will immediately notify the SPV if any of the above certifications become no longer true, and (iii) if the Subscriber becomes subject to a disqualifying event, the SPV may take any and all actions it deems reasonable, retroactive to the date of the disqualifying event, in order to permit the SPV to rely on Rule 506 under Regulation D. Subscriber understands and agrees that if it is subject to any disqualifying event, it will not be able to rely on certain exemption for secondary selling and will not make any representation to the contrary.

CERTAIN U.S. TAXPAYER CERTIFICATIONS - ALL U.S. SUBSCRIBERS COMPLETE

The Subscriber certifies that it is NOT (1) a non-resident alien; or (2) a foreign corporation, foreign SPV, foreign trust or foreign estate (as those terms are defined in the Code, including income tax regulations) for purposes of U.S. Federal income taxation. The Subscriber agrees to notify the SPV within 60 days of the date it becomes a foreign person or entity. The Subscriber further certifies that its name, U.S. tax identification number, home address (in the case of an individual) and business address (in the case of an entity), as they appear elsewhere in this Agreement, are true and correct.

The Subscriber further certifies that it is NOT subject to backup withholding because either (1) it is exempt from backup withholding; (2) it has not been notified by the Internal Revenue Service ("IRS") that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (3) the IRS has notified it that it is no longer subject to backup withholding. *Note: If the Subscriber has been notified by the IRS that it is currently subject to backup withholding because it has failed to report all interest and dividends on its tax return, then the Subscriber <u>cannot</u> sign this form and <u>must</u> inform the SPV.*

The Subscriber understands that these certifications, which are made under penalty of perjury, may be disclosed to the IRS by the SPV and that any false statement contained in this paragraph could be punished by fine and/or imprisonment.

____ ____________________________
Signature Date

NOTE TO CHARITABLE REMAINDER TRUSTS

If the Subscriber is a "charitable remainder trust" within the meaning of Section 664 of the Code, the Subscriber has advised the SPV in writing of such fact and the Subscriber acknowledges that it understands the risks, including specifically the tax risks, if any, associated with its investment in the SPV.

EUROPEAN INVESTOR QUESTIONNAIRE – ALL EUROPEAN INVESTORS MUST REVIEW AND COMPLETE.

<u>EEA, Icelandic, Norwegian, and Liechtensteiner Subscribers</u>

_______By checking,

(1) the Subscriber hereby confirms that:

(a) the Subscriber is domiciled or has its registered office in a member state of the European Economic Area (the "*EEA*", and each such member state, an "*EEA Member State*") or the Subscriber's agent for this investment is based in the EEA. For the avoidance of doubt, the EEA includes the EEA Member States of the EU plus Iceland, Norway, and Liechtenstein; and

(b) the Subscriber is capable of being categorized as a "professional client" within the meaning of Annex II to Directive 2014/65/EC of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments ("*MiFID II*"), (an "*EEA Investor*").

(2) (a) to the extent that the Servicer or any of its Affiliates have not made an Article 42 or similar filing under the applicable provisions of the AIFMD within the relevant EEA Member State:

(i) the Subscriber hereby confirms that: (A) any information and/or materials related to the SPV, the Board, the Servicer, Streamex, or any of their respective Affiliates, agents or designees (collectively, the "*SPV and its Agents*") was distributed solely as a result of the Subscriber's initial unsolicited expression of interest in the SPV and not as a result of any initiation, contact or prompt from the SPV and its Agents and not as a result of any general solicitation and/or advertising; and (B) any offering or placement (within the meaning of the AIFMD and/or the relevant national private placement regime of the EEA Members State, as applicable) of Tokens was made at the Subscriber's initiative;

(ii) the Subscriber acknowledges that the SPV and its Agents have not actively marketed (as such term is defined in the AIFMD and/or the relevant national private placement regime of the EEA Members State, as applicable) Tokens to the Subscriber or in the Subscriber's relevant EEA Member State and therefore the Subscriber acknowledges that it will not benefit from the protections and regulations that may have been available had Tokens been marketed or distributed at the SPV's or its Agents' initiative in accordance with the AIFMD and/or the relevant national private placement regime of the EEA Members State, as applicable; and

(iii) the Subscriber represents and warrants that the relevant laws and regulations in the Subscriber's jurisdiction permits the Subscriber to invest in undertakings such as in the Tokens at the Subscriber's own initiative and in those circumstances those laws and regulations do not impose any obligation on any general partner, manager or advisor of such undertaking or on their respective Affiliates, agents or designees.

(b) the Subscriber acknowledges and/or confirms that: (i) the Subscriber has received and read the information set out in the disclosures given in the Memorandum; (ii) the only (direct or indirect) client of the Servicer is the SPV; (iii) the Subscriber is not a client of the Servicer; (iv) the Servicer is not responsible for providing protections afforded to its clients to the Subscriber;

(v) the Servicer is not advising the Subscriber on the Subscriber's participation in the Tokens; and (vi) no representative of the Servicer may lead the Subscriber to believe otherwise with respect to the statements made in the foregoing (ii)-(v).

(c) to the extent that the Servicer or any of its Affiliates has made an Article 42 or similar filing under the applicable provisions of the AIFMD within the relevant EEA Member State, the Subscriber acknowledges and/or confirms that it has received and read the information set out in the disclosure statement that has been prepared for the purposes of providing additional information about the SPV as required pursuant to Article 23 of the AIFMD, codes of practice and regulatory guidance.

(d) the Subscriber acknowledges that the SPV and its Agents will rely and will continue to rely on the representations, warranties, covenants and agreements set out in this Questionnaire and that the Subscriber will not bring any claim against the SPV and its Agents in connection with the Subscriber's investment in the Tokens on the grounds of improper or unlawful marketing.

(e) the Subscriber has taken its own legal advice to the extent necessary in order to give these representations, warranties, covenants and agreements and that the Subscriber made such representations, warranties, covenants and agreements of its own volition.

______By checking, the Subscriber confirms that it is are an EEA Investor who is an individual domiciled in the EEA and it will complete the Elective Professional Client Status Notice.

PLEASE CONTACT THE SERVICER SEPARATELY TO RECEIVE A COPY OF THE ELECTIVE PROFESSIONAL CLIENT STATUS NOTICE AT GLDY@streamex.com.

UK Subscribers

______By checking,

(1) the Subscriber hereby confirms that:

(a) the Subscriber is domiciled or has its registered office in the UK or its agent for this investment is based in the UK; and

(b) the Subscriber is capable of being categorized as a "professional investor" within the meaning of the UK AIFMR, (a "***UK Investor***").

(2) (a) To the extent that the Servicer or any of its Affiliates have not made a Regulation 59 or similar filing under the applicable provisions of the UK AIFMR:

(i) the Subscriber hereby confirms that: (A) any information and/or materials related to the SPV and its Agents was distributed solely as a result of the Subscriber's initial unsolicited expression of interest in the Tokens and not as a result of any initiation, contact or prompt from the SPV and its Agents and not as a result of any general solicitation and/or advertising; and (B) any offering or placement (within the meaning of the UK AIFMR and/or the national private placement regime of the UK, as applicable) of Tokens was made at the Subscriber's initiative;

(ii) the Subscriber acknowledges that the SPV and its Agents have not actively marketed (as such term is defined in the UK AIFMR and/or the national private placement regime of the UK, as applicable) Tokens to the Subscriber or in the UK and therefore the Subscriber acknowledges that it will not benefit from the protections and regulations that may have been available had Tokens been marketed or distributed at the SPV's or its Agents' initiative in accordance with the UK AIFMR and/or the national private placement regime of the UK, as applicable; and

(iii) the Subscriber represents and warrants that the relevant laws and regulations in its jurisdiction permit it to invest in undertakings such as in the SPV at its own initiative and in those circumstances those laws and regulations do not impose any obligation on any general partner, manager or advisor of such undertaking or on their respective Affiliates, agents or designees.

(b) the Subscriber acknowledges and/or confirms that: (i) it has received and read the information set out in the disclosures given in the Memorandum; (ii) the only (direct or indirect) client of the Servicer is the SPV; (iii) it is not a client of the Servicer for regulatory purposes; (iv) the Servicer is not responsible for providing protections afforded to its clients to the Subscriber; (v) the Servicer is not advising the Subscriber on the Subscriber's participation in the Token; and (vi) no representative of the Servicer may lead the Subscriber to believe otherwise with respect to the statements made in the foregoing (ii)-(v).

(c) to the extent that the Servicer or any of its Affiliates has made a Regulation 59 or similar filing under the applicable provisions of the UK AIFMR, the Subscriber acknowledges and/or confirms that it has received and read the information set out in the disclosure statement that has been prepared for the purposes of providing additional information about the SPV as required pursuant to rule 3.2.2 of the Investment Funds Sourcebook, codes of practice and regulatory guidance.

(d) the Subscriber acknowledges that the SPV and its Agents will rely and will continue to rely on the representations, warranties, covenants and agreements set out in this Questionnaire and that the Subscriber will not bring any claim against the SPV and its Agents in connection with its investment in the Tokens on the grounds of improper or unlawful marketing.

(e) the Subscriber has taken its own legal advice to the extent necessary in order to give these representations, warranties, covenants and agreements and that the Subscriber made such representations, warranties, covenants and agreements of its own volition.

______By checking, the Subscriber confirms that it is a UK Investor who is an individual domiciled in the UK and the Subscriber will complete the Elective Professional Client Status Notice.

PLEASE CONTACT THE SERVICER SEPARATELY TO RECEIVE A COPY OF THE ELECTIVE PROFESSIONAL CLIENT STATUS NOTICE AT GLDY@streamex.com.

Swiss Investors

______By checking,

(1) the Subscriber hereby:

(a) confirms that the Subscriber is a resident, domiciled or has its registered office in Switzerland; and

(b) represent and warrant that the Subscriber is a "qualified investor" as defined in the Swiss Federal Act on Collective Investment Schemes of 23 June 2006, as amended ("***CISA***"), (a "***Swiss Investor***").

(2) (a) the Subscriber is investing on its own initiative and any information and/or materials related to the SPV and its Agents was distributed solely as a result of the Subscriber's initial unsolicited expression of interest in the Tokens and not as a result of any initiation, contact or prompt from the SPV and its Agents and not as a result of any general solicitation and/or advertising.

(b) the Subscriber acknowledges that the SPV and its Agents do not currently intend to offer (as such term is defined in the Swiss Federal Act on Financial Services of 15 June 2018 ("*FinSA*")) Tokens in Switzerland and therefore the Subscriber acknowledges that the SPV is not approved by the Swiss Financial Market Supervisory Authority FINMA ("*FINMA*") for offering to "non-qualified" investors in Switzerland pursuant to Art.120(1) and (2) CISA, nor have a Swiss representative and Swiss paying agent been appointed in relation to an offer or advertising in Switzerland and therefore it may not benefit from the specific investor protections and regulations provided by CISA and the supervision by FINMA in connection with the approval for offering.

(c) the Subscriber acknowledges that the SPV and its Agents will rely and will continue to rely on the representations, warranties, covenants and agreements in this Questionnaire and that the Subscriber will not bring any claim against the SPV and its Agents in connection with the Subscriber's investment in the Tokens on the grounds of improper or unlawful marketing.

(d) the Subscriber has taken its own legal advice to the extent necessary in order to give these representations, warranties, covenants and agreements and that the Subscriber made such representations, warranties, covenants and agreements of its own volition.

CANADIAN ACCREDITED INVESTOR QUESTIONNAIRE – ALL CANADIAN SUBSCRIBERS COMPLETE

Note to Subscribers: All persons who are *<u>either</u>* *(i) a person currently resident or domiciled in Canada or (ii) a Canadian citizen, wherever resident or domiciled, must complete the following questionnaire. Please check all categories that apply to you. If you are an individual, individual retirement account or plan, or revocable trust, complete the "Individuals, Individual Retirement Accounts or Plans, and Revocable Trusts" section. If you are an entity, complete the "Entities (Including Irrevocable Trusts)" section. If none of the categories apply to you, check the final box in the applicable section.*

Capitalized terms used in this Questionnaire have the meanings set forth in Annex B. ***All amounts expressed in this Questionnaire are in Canadian dollars.***

PART I

The Subscriber certifies that the Subscriber is an "accredited investor" as defined in National Instrument 45-106 for the reasons indicated below (*please check all that apply*):

<u>Individuals, Individual Retirement Accounts or Plans, and Revocable Trusts</u>

Note: If the Subscriber is relying on paragraph(s) (i), (ii), (iii), or (iv) below, then the Subscriber must also complete Part II of this Questionnaire (FORM 45-106F9 - Risk Acknowledgment Form for Individual Accredited Investors) immediately following Part I.

_____ (i) (x) a natural person who has, (y) an IRA, a Keogh Plan covering only a self-employed individual or a self-directed account of a one member retirement plan whose beneficial owner has, or (z) a revocable trust whose grantor has, either alone or with a Spouse, Financial Assets having an aggregate realizable value that, before taxes but net of any Related Liabilities, exceeds CAD$1,000,000.

if (i) is selected, please (A) complete Part II of this Questionnaire and (B) check the range of net Financial Assets which you beneficially own, either alone or combined with your Spouse:

You alone:	You combined with a Spouse:
☐ CAD$0 to $2,000,000	☐ CAD$0 to $3,000,000
☐ CAD$2,000,001 to $3,000,000	☐ CAD$3,000,001 to $4,000,000
☐ CAD$3,000,001 to $4,000,000	☐ CAD$4,000,001 to $5,000,000
☐ >CAD$4,000,001	☐ >CAD$5,000,001

______ (ii) (x) a natural person who has, (y) an IRA, a Keogh Plan covering only a self-employed individual or a self-directed account of a one member retirement plan whose beneficial owner has, or (z) a revocable trust whose grantor has, Financial Assets having an aggregate realizable value that, before taxes but net of any Related Liabilities, exceeds $5,000,000.

if (ii) is selected, please (A) complete Part II of this Questionnaire and (B) check the range of net Financial Assets which you beneficially own, alone:

☐ CAD$0 to $5,000,000

☐ CAD$5,000,001 to $7,000,000
☐ CAD$7,000,001 to $10,000,000
☐ >CAD$10,000,001

_______ (iii) (x) a natural person who, (y) an IRA, a Keogh Plan covering only a self-employed individual or a self-directed account of a one member retirement plan whose beneficial owner, or (z) a revocable trust whose grantor, either alone or with a Spouse, has net assets of at least $5,000,000.

if (iii) is selected, please (A) complete Part II of this Questionnaire and (B) check the range of net assets you have, either alone or combined with your Spouse:

☐ CAD$0 to $5,000,000
☐ CAD$5,000,001 to $10,000,000
☐ >CAD$10,000,001

_______ (iv) (x) a natural person who, (y) an IRA, a Keogh Plan covering only a self-employed individual or a self-directed account of a one member retirement plan whose beneficial owner, or (z) a revocable trust whose grantor, had an individual net income before taxes exceeding $200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a Spouse exceeded $300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year.

if (iv) is selected, please (A) complete Part II of this Questionnaire and (B) check the range of net income before taxes which you alone or in combination with your Spouse have earned in each of the two most recent calendar years:

You alone:	You combined with a Spouse:
☐ CAD$0 to $100,000	☐ CAD$0 to $100,000
☐ CAD$100,001 to $200,000	☐ CAD$100,001 to $200,000
☐ CAD$200,001 to $300,000	☐ CAD$200,001 to $300,000
☐ >CAD$300,001	☐ >CAD$300,001

_______ (v) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (iv) of the Entities section below.

_______ (vi) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador).

or

_______ (vii) none of the above apply.

Entities (Including Irrevocable Trusts)

_______ (i) a Canadian Financial Institution, or a Schedule III Bank (or in Ontario, a bank listed in Schedule I, II or III to the Bank Act (Canada)).

_______ (ii) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada).

_______ (iii) a Subsidiary of any person referred to in paragraphs (i) or (ii), if the person owns all of the Voting Securities of the Subsidiary, except the Voting Securities required by law to be owned by Directors of that Subsidiary.

_______ (iv) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer.

_______ (v) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada.

_______ (vi) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec.

_______ (vii) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government.

_______ (viii) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada.

_______ (ix) a person, other than an individual or Investment Fund, that has net assets of at least $5,000,000 as shown on its most recently prepared financial statements.

_______ (x) an Investment Fund that distributes or has distributed its securities only to a person that is or was an accredited investor at the time of the distribution, a person that acquires or acquired securities in the circumstances referred to in sections 2.10 *[Minimum amount investment]* or 2.19 *[Additional investment in investment funds]* of National Instrument 45-106 ("NI 45-106"), or a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 *[Investment fund reinvestment]* of NI 45-106.

_______ (xi) an Investment Fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt.

_______ (xii) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a Fully Managed Account managed by the trust company or trust corporation, as the case may be.

_______ (xiii) a person acting on behalf of a Fully Managed Account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction.

_______ (xiv) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an Eligibility Adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded.

_______ (xv) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (i) to (iv) or paragraph (viii) in form and function.

_______ (xvi) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the Voting Securities required by law to be owned by Directors, are persons that are accredited investors.

_______ (xvii) an Investment Fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser.

_______ (xviii) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

_______ (xix) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's Spouse, a former Spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's Spouse or of that accredited investor's former Spouse.

or

_______ (xx) none of the above apply.

PART II

RISK ACKNOWLEDGEMENT FORM FOR CERTAIN CANADIAN INVESTORS

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER		
1. About your investment		
Type of securities: **Non-Voting, Participating Shares**	Issuer: **Streamex Ltd.**	
Purchased from: **Issuer**		
SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER		
2. Risk acknowledgement		
This investment is risky. Initial that you understand that:		**Your initials**
Risk of loss – You could lose your entire investment of $_____		
Liquidity risk – You may not be able to sell your investment quickly – or at all.		
Lack of information – You may receive little or no information about your investment.		
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca.		
3. Accredited investor status		
You must meet at least **one** of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.		**Your initials**
• Your net income before taxes was more than $200,000 in each of the 2 most recent calendar years, and you expect it to be more than $200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)		
• Your net income before taxes combined with your spouse's was more than $300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than $300,000 in the current calendar year.		
• Either alone or with your spouse, you own more than $1 million in cash and securities, after subtracting any debt related to the cash and securities.		
• Either alone or with your spouse, you have net assets worth more than $5 million. (Your net assets are your total assets (including real estate) minus your total debt.)		

4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print)**:**	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
For more information about Streamex Ltd. please contact the Servicer at GLDY@streamex.com. For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	

ANNEX B

DEFINITIONS FOR CANADIAN ACCREDITED INVESTOR QUESTIONNAIRE

As used in the Canadian Accredited Investor Questionnaire, the following terms have the following meanings:

"Bank" means a bank named in Schedule I or II of the *Bank Act* (Canada).

"Canadian Financial Institution" means:

(a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act; or

(b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.

"Company" means any corporation, incorporated association, incorporated syndicate or other incorporated organization.

"Control" – for purposes of this Questionnaire, a person (first person) is considered to control another person (second person) if:

(a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the Directors of the second person, unless that first person holds the Voting Securities only to secure an obligation;

(b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership; or

(c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

"Control Person" has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where Control Person means any person that holds or is one of a combination of persons that holds:

(a) a sufficient number of any of the outstanding Voting Securities of an Issuer so as to affect materially the control of the Issuer; or

(b) more than 20% of the outstanding Voting Securities of an Issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the Issuer.

"Director" means:

(a) a member of the board of directors of a Company or an individual who performs similar functions for a Company; and

(b) with respect to a person that is not a Company, an individual who performs functions similar to those of a director of a Company.

"Distribution" - For residents of Manitoba, "distribution" means a primary distribution to the public.

"Eligibility Adviser" means:

(a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and

(b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:

(i) have a professional, business or personal relationship with the Issuer, or any of its Directors, Executive Officers, Founders, or Control Persons; and

(ii) have acted for or been retained personally or otherwise as an employee, Executive Officer, Director, associate or partner of a person that has acted for or been retained by the Issuer or any of its Directors, Executive Officers, Founders or Control Persons within the previous 12 months.

"Entity" means a Company, syndicate, partnership, trust or unincorporated organization.

"Executive Officer" means, for an Issuer, an individual who is (a) a chair, vice-chair or president; (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production; or (c) performing a policy-making function in respect of the Issuer.

"Financial Assets" means: (a) cash; (b) securities; or (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation.

"Founder" means, in respect of an Issuer, a person who:

(a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Issuer; and

(b) at the time of the distribution or trade is actively involved in the business of the Issuer.

"Fully Managed Account" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction.

"Investment Fund" has the same meaning as in National Instrument 81-106 Investment Fund Continuous Disclosure.

"Issuer" means a person or Company who has outstanding, issues or proposes to issue, a security.

"Person" includes:

(a) an individual;

(b) a corporation;

(c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and

(d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

“Related Liabilities” means (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of Financial Assets; or (b) liabilities that are secured by Financial Assets.

“Schedule III Bank” means an authorized foreign bank named in Schedule III of the Bank Act (Canada).

“Spouse” means an individual who:

(a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual;

(b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender; or

(c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

“Subsidiary” means an Issuer that is controlled directly or indirectly by another Issuer and includes a Subsidiary of that Subsidiary. For the purpose hereof, an Issuer is an affiliate of another Issuer if (a) one of them is the Subsidiary of the other, or (b) each of them is controlled by the same person.

“Trade” - For residents of Québec, “trade” refers to any of the following activities:

(a) the activities described in the definition of “dealer” in section 5 of the *Securities Act* (Québec), including the following activities:

(i) the sale or disposition of a security by onerous title, whether the terms of payment be on margin, installment or otherwise, but does not include a transfer or the giving in guarantee of securities in connection with a debt or the purchase of a security, except as provided in paragraph (b);

(ii) participation as a trader in any transaction in a security through the facilities of an exchange or a quotation and trade reporting system;

(iii) the receipt by a registrant of an order to buy or sell a security;

(b) a transfer or the giving in guarantee of securities of an Issuer from the holdings of a Control Person in connection with a debt.

“Voting Security” means any security other than a debt security of an Issuer carrying a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

Other NI 45-106 Provisions

In NI 45-106 a person or company is an affiliate of another person or company if one is a Subsidiary of the other, or if each of them is controlled by the same person or company.

In NI 45-106 and except in Part 2 Division 4 of NI 45-106, a person (first person) is considered to control another person (second person) if (a) the first person beneficially owns or, directly or indirectly, exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the Directors of the second person, unless that first person holds the Voting Securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

In NI 45-106 a trust company or trust corporation described in paragraph (xii) of the Entities section of Part I (other than in respect of a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the Trust and Loan Companies Act (Canada) or under comparable legislation in another jurisdiction of Canada) is deemed to be purchasing as principal.

In NI 45-106 a person described in paragraph (xiii) of the Entities section of Part I is deemed to be purchasing as principal.

INVESTOR QUESTIONNAIRE SIGNATURE PAGE

The undersigned understands that the foregoing information included in the Investor Questionnaire will be relied upon by the SPV and its agents for the purpose of determining the eligibility of the undersigned Subscriber to purchase and own Tokens. The undersigned Subscriber agrees to notify the SPV immediately if any response to any question contained in the Investor Questionnaire becomes untrue at any time. The undersigned Subscriber agrees to provide, if requested, any additional information that may reasonably be required to substantiate the undersigned investor's status as an accredited investor and a qualified purchaser, or otherwise to determine the eligibility of the undersigned Subscriber to purchase Tokens. To the fullest extent permitted by law, the undersigned Subscriber agrees to indemnify and hold harmless the SPV and its Agents and each other Tokenholder from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the undersigned Subscriber contained herein.

The SPV's and its Agent's primary mode of communication will be via e-mail. Please indicate where written communications should be sent. Please check all that apply.

_______Mailing Address

_______Residence or Principal Place of Business Address

_______Authorized Representative/Agent

____
Name of Subscriber (please print)

____
Signature and Applicable Title (if any)

____
Date

____
Signature and Applicable Title (if more than one)

____
Date

SUBSCRIPTION AGREEMENT

Streamex Ltd.
c/o Zedra Fund Administration (Cayman) Ltd
P.O. Box 10176
Governor's Square
23 Lime Tree Bay Avenue
Grand Cayman, KY1-1002
Cayman Islands
streamex@zedra.com

To Whom It May Concern:

The Subscriber (as defined below) wishes to become a shareholder of Streamex Ltd. (the "*SPV*"), a Cayman Islands exempted company, and to purchase non-voting, participating shares digitally represented by tokens in the SPV ("*Tokens*") upon the terms and conditions set forth herein, in the Private Placement Memorandum of the SPV (as the same may be updated or modified from time to time (the "*Memorandum*"), and in the most current Memorandum and Articles of Association (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "*Articles*"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Memorandum.

Accordingly, the SPV hereby agrees with the undersigned subscriber (the "Subscriber," which shall refer to the undersigned Subscriber or in the case of a subscription for the account of one or more trusts or other entities, the "Subscriber" shall refer to the trustee, fiduciary, or representative making the investment decision and executing this subscription agreement (including the Investor Questionnaire(s) (as defined below), all Appendices, and any supplemental materials submitted by the Subscriber with this subscription agreement, collectively this "*Agreement*"), or the trust or other entity, or both, as appropriate), as follows:

1. **Subscription.** Subscriber hereby irrevocably offers to purchase Tokens, in the amount set forth below. Subscriber acknowledges that unless GLDY ServiceCo, LLC (the "*Servicer*") in its discretion agrees otherwise, if all subscription requirements are not met by the Subscription Deadline, the SPV will hold any subscription amounts received in the SPV's subscription account (without interest) until the next Subscription Date. The Subscriber hereby confirms its understanding that until the subscription has been accepted by the SPV (the "*Acceptance*"), the Servicer, in its absolute discretion, has the full right to accept or reject this Agreement and, if the Servicer accepts this Agreement, upon such acceptance, the Servicer has the full right to reduce (but not increase) the Subscriber's subscription amount. This Agreement shall be effective from and after the date of the Acceptance.

   If the subscription is rejected, payment received by the SPV from the Subscriber, if any, will be returned, without interest, promptly to the Subscriber and this Agreement shall have no force or effect.

   Please check the appropriate box to indicate the type of asset proposed to be contributed to the SPV as well as the proposed subscription amount:

   ☐ **U.S. Dollar Contribution.** The Subscriber hereby irrevocably subscribes for the dollar amount of Tokens in the following amount:

Subscription Amount: US$ ______________________________________

Subscriber acknowledges it has read has understood the Memorandum with respect to the subscription process.

☐ **In-Kind Contribution.** The Subscriber hereby irrevocably subscribes for the dollar amount of Tokens equal to the value of the assets listed on Appendix 1, subject to the terms and conditions set forth in this Agreement (including Appendix 1).

Notwithstanding the foregoing, the SPV may reject any proposed in-kind contribution. In-kind contributions should be made through the Streamex portal, at https://www.streamex.com. Subscriber acknowledges it has read has understood the Memorandum with respect to the subscription process.

2. **Other Subscription Agreements**. The SPV has entered into or expect to enter into one or more additional subscription agreements (the "*Other Subscription Agreements*" and, together with this Agreement, the "*Subscription Agreements*") with other tokenholders (the "*Other Investors*"), providing for the acquisition by the Other Investors of Tokens. This Agreement and the Other Subscription Agreements are separate agreements, and the sale of the Tokens to the Subscriber and the Tokens to Other Investors are separate sales.

3. **Representations and Warranties of the SPV**. Upon Acceptance, in whole or in part, the SPV represents and warrants to the Subscriber, as of the date of such Acceptance, that:

(a) The SPV has been duly formed and is validly existing and in good standing under the laws of the jurisdiction in which it is formed, with all requisite power and authority to carry on its business as described in the Articles.

(b) The delivery of the Acceptance have been authorized by all necessary action on behalf of the SPV, and upon delivery of the Acceptance, this Agreement constitutes a valid and binding obligation of the SPV, and is enforceable against the SPV in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, by equitable principles (whether considered in a proceeding in equity or law) and by an implied covenant of good faith and fair dealing).

(c) Assuming the accuracy of (i) the representations and warranties made by the Subscriber herein and those made by each Other Investor in the Other Subscription Agreements, (ii) the information contained in the Investor Questionnaires submitted by the Subscriber and the Other Investors (including with respect to any person for whom the Subscriber is acting, directly or indirectly, as a trustee, agent, representative, intermediary, nominee or in a similar capacity person (a "*Beneficial Owner*") affiliated with the Subscriber or such Other Investors), and (iii) any other information provided to the SPV, the SPV's board of directors (the "*Board*"), the Servicer, Streamex Corp. ("*Streamex*"), or any of their respective affiliates, agents, or designees (collectively, the "*SPV and its Agents*") in connection with any of the foregoing, the SPV has not taken any action that would subject the issuance and sale of Tokens to the registration requirements of the United States Securities Act of 1933, as amended (the "*Securities Act*"). Notwithstanding anything to the contrary in this Agreement, no representation or warranty is being made as to compliance with the securities laws of any jurisdiction outside of the United States.

(d) Assuming the accuracy of (i) the representations and warranties made by the Subscriber herein and those made by each Other Investor in the Other Subscription Agreements, (ii) the information contained in the Investor Questionnaire submitted by the Subscriber and the Other Investors (including with respect to any direct or indirect Beneficial Owner or other person affiliated with the Subscriber or such Other Investors), and (iii) any other information provided to the SPV and its Agents in connection with any of the foregoing, the SPV is not required to register as an "investment company" under the United States Investment Company Act of 1940, as amended (the "*Investment Company Act*").

4. **Representations and Warranties of the Subscriber.** To induce the SPV to accept this Agreement, the Subscriber hereby represents, warrants, and covenants to the SPV, as of the date of this Agreement and for so long as the Subscriber holds Tokens, as follows:

(a) If the Subscriber is a corporation, partnership, limited liability company, trust, estate or other entity, and not a natural person:

(i) The Subscriber is duly organized, formed or incorporated, as the case may be, and the Subscriber is validly existing and in good standing under the laws of the jurisdiction in which the Subscriber is organized, with all requisite power and authority to carry on the Subscriber's business, to execute and deliver this Agreement, and to subscribe for, acquire Tokens in and become a tokenholder, and the Subscriber is authorized to perform the Subscriber's obligations hereunder and thereunder.

(ii) The Subscriber's purchase of Tokens, the Subscriber's execution and delivery of this Agreement, and the Subscriber's grant of the power of attorney contained herein have been authorized by all necessary corporate or other action on the Subscriber's behalf, and this Agreement and the power of attorney are (assuming acceptance of this Agreement by the SPV) the Subscriber's legally valid and binding obligations, enforceable against the Subscriber in accordance with their respective terms. The individual signing this Agreement and granting the power of attorney on the Subscriber's behalf has been duly authorized by the Subscriber to do so.

(b) If the Subscriber is a natural person, the Subscriber's execution, delivery and performance of this Agreement are within the Subscriber's legal right, power and capacity. This Agreement constitutes the Subscriber's valid and binding obligation, enforceable against the Subscriber in accordance with its terms. If the Subscriber lives in a community property jurisdiction, either (i) the source of the Subscriber's subscription amount will be the Subscriber's separate property and the Subscriber will hold the Subscriber's Tokens as separate property, or (ii) the Subscriber has the authority alone to bind the community with respect to this Agreement and all agreements contemplated hereby and the Subscriber hereby so binds the community.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and thereby, and the performance of the Subscriber's obligations hereunder and thereunder will not conflict with, or result in any breach or violation of or default under, any provision of any charter, by-laws, trust agreement, partnership agreement, limited liability company agreement or other governing instrument applicable to the Subscriber (if the Subscriber is not a natural person), or any material agreement or other instrument to which the Subscriber is a party or by which the Subscriber or any of the Subscriber's properties are bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Subscriber or the Subscriber's business or properties.

(d) The Subscriber has received, carefully read, and understands the Articles, the Memorandum, and this Agreement including all supplements, amendments and restatements thereof outlining, among other things, the organization and investment objectives and policies of, and the risks and expenses of an investment in, the Tokens (collectively, the "*Offering Materials*"). The Subscriber understands that the information furnished by the SPV, including the Offering Materials, does not constitute investment, accounting, legal, tax, or other advice. The Subscriber acknowledges that it has made an independent decision to invest in the Tokens and that, in making its decision to subscribe for Tokens, the Subscriber has relied solely upon the Memorandum, the Articles, and independent investigations made by the Subscriber and the Subscriber's legal counsel and other professional and tax advisors; *provided* that the Subscriber understands that the Memorandum contains materials that speak only as of the date thereof and that the information therein has not been updated through the date of this Agreement. The Subscriber is not relying on the SPV and its Agents or any other person or entity with respect to the legal, tax and other economic considerations involved in this investment other than the Subscriber's own advisers. The Subscriber's investment in the Tokens is consistent with the investment purposes, objectives and cash flow requirements of the Subscriber and will not adversely affect the Subscriber's overall need for diversification and liquidity. No representations or warranties have been made to the Subscriber by the SPV and its Agents, other than as set forth in the Offering Materials.

The Subscriber has been provided an opportunity to obtain any additional information concerning the offering, the SPV, and any other information to the extent the SPV possesses such information or can acquire it without unreasonable effort or expense, and has been given the opportunity to ask questions of, and receive answers from, the Servicer concerning the terms and conditions of the offering and other matters pertaining to this investment. The Subscriber has not relied on any statement, printed material or other information that is contrary to the information contained in the Offering Materials.

(e) In addition, the Subscriber acknowledges and agrees that the SPV and its Agents may have confidential information relating to the SPV and prospective investments to be made by the SPV that has not been disclosed to the Subscriber, and that notwithstanding such non-disclosure, the Subscriber has received information deemed by the Subscriber to be sufficient to allow the Subscriber to make an independent and informed decision with respect to the Subscriber's investment in the SPV. The Subscriber understands that it must bear the economic risk of an investment in Tokens for an indefinite period of time because, among other reasons, the offering and sale of the Interests have not been, and will not be, registered under the Securities Act or under the securities laws of applicable states of the United States or any other applicable jurisdiction whatsoever (whether within or outside the United States), and are being offered and sold in reliance upon United States federal, state and applicable non-United States exemptions from registration requirements for transactions not involving a public offering. The Subscriber recognizes that reliance upon such exemptions is based in part upon the Subscriber's representations contained in this Agreement, the Investor Questionnaire and the applicable tax forms. Therefore, the

Interests cannot be sold, resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the securities and similar laws of each applicable jurisdiction, or unless exemptions from such registration requirements are available. The Subscriber hereby agrees that it will not, directly or indirectly, assign, transfer, offer, sell, pledge, hypothecate or otherwise dispose of ("*Transfer*") all or any part of such Interest (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Interest) except in accordance with: (a) the registration provisions of the Securities Act or an exemption from such registration provisions, (b) the securities and similar laws of each applicable jurisdiction (whether within or outside the United States), and (c) the terms of the Offering Materials. The Subscriber also agrees that it will not, directly or indirectly, Transfer of all or any part of Tokens in any manner that would subject the SPV or its Agents to regulation under the Investment Company Act, the rules and regulations of the United States Securities and Exchange Commission or the laws and regulations of any United States federal, state or municipal authority or any non-United States governmental authority having jurisdiction thereover. The Subscriber understands that the SPV is under no obligation to register the offer or sale of Tokens on the Subscriber's behalf in any jurisdiction whatsoever or to assist the Subscriber in complying with any exemption from registration under the Securities Act or under the securities or similar laws of any jurisdiction whatsoever (whether within or outside the United States). The Subscriber understands that legends (i) stating that the Tokens have not been registered under the Securities Act or under the securities or similar laws of any jurisdiction whatsoever (whether within or outside the United States) and (ii) referring to the restrictions on the transferability and resale of the Tokens may be placed on all documents evidencing the Tokens. The Subscriber also understands that sales, transfers or encumbrances of or on the Tokens are further restricted by the provisions of the Offering Materials and applicable securities and similar laws.

(f) The Subscriber is aware of the limited provisions for transferability and redemption from the SPV. The Subscriber has no need for liquidity in this investment, can afford a complete loss of the investment in the Tokens, and can afford to hold the investment for an indefinite period of time.

The Subscriber understands that any performance information provided to it by the SPV and its Agents may be based on unaudited and in some cases, estimated, valuations of the SPV's investments, and that valuations provided in a Subscriber's account statement may be an unaudited, estimated value.

(g) The Subscriber has not reproduced, duplicated, or delivered the Offering Materials to any other person, except professional advisers to the Subscriber or as instructed by the SPV. Notwithstanding the foregoing, for purposes of Treasury Regulation Section 1.6011-4(b)(3)(i), the Subscriber (and each employee, representative, or other agent of the Subscriber) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (i) the SPV; and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Subscriber relating to such tax treatment and tax structure, it being understood and agreed, for this purpose, that (A) the name of, or any other identifying information regarding (x) the SPV or any existing or future investor (or any affiliate thereof) in the SPV, or (y) any investment or transaction entered into by the SPV, (B) any performance information relating to the SPV or its investments, and (C) any performance or other information relating to previous funds or investments sponsored by the Servicer, does not constitute such tax treatment or tax structure information.

(h) The Subscriber acknowledges and agrees that the Subscriber (i) will not be an investor in any portfolio investment; (ii) will have no direct interest in any portfolio investment; (iii) will have no voting rights in any portfolio investment; and (iv) will have no standing or recourse against any portfolio investment, any manager or general partner or other person performing executive or similar functions with respect to any such portfolio investment, or any of their respective officers, directors, employees, members or affiliates (or any officer, director, employee or member of any such affiliate).

(i) The Subscriber has, together with the purchaser representative, if any, such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of the Subscriber's investment in the Tokens and is able to bear such risks, and has obtained, in the Subscriber's judgment, sufficient information from the SPV to evaluate the merits and risks of such investment. The Subscriber has evaluated the risks of investing in the Tokens, understands there are substantial risks of loss incidental to the purchase of Tokens, and has determined that the Tokens are a suitable investment for the Subscriber. The Subscriber has not relied in connection with this investment upon any oral or written representations, warranties or agreements made by, on behalf of or with the SPV and its Agents, other than those set forth in this Offering Materials. The Subscriber's subscription, together with the Subscriber's other investments that are not readily marketable, is not disproportionate to the Subscriber's net worth.

(j) The Subscriber understands that no one, including the SPV and its Agents, guarantees the success of any investment or that substantial or total losses will not be incurred on such investment in the Tokens and that there can be no assurance that the SPV will achieve its investment objective or that the Subscriber will achieve its investment objective in investing in the Tokens.

(k) The Subscriber is acquiring the Tokens for its own account, for one or more insurance company general accounts or for one or more separate accounts maintained by the Subscriber or for the account of one or more pension or trust funds of which the Subscriber is a trustee or as to which the Subscriber is the sole qualified professional asset manager within the meaning of Prohibited Transaction Exemption 84-14 under the United States Employee Retirement Income Security Act of 1974, as amended ("*ERISA*") (a "*QPAM*"), in each case not with a view toward distributing or reselling the Tokens in whole or in part. If the Subscriber is purchasing Tokens for the account of one or more pension or trust funds, the Subscriber represents that (except to the extent the Subscriber has otherwise advised the SPV in writing prior to the date hereof) the Subscriber is acting as sole trustee or sole QPAM and has sole investment discretion with respect to the acquisition of the Tokens to be purchased by the Subscriber pursuant to this Agreement, and the determination and decision on the Subscriber's behalf to purchase such Tokens for such pension or trust fund(s) is being made by the same individual or group of individuals who customarily pass on such investments, so that the Subscriber's decision as to purchases for all such funds is the result of one study and conclusion. If the Subscriber is an entity, it was not formed, reformed, or recapitalized for the specific purpose of investing in the SPV.

Without limiting the generality of the foregoing, the Subscriber represents and warrants that: (i) the Subscriber has considered whether its activities in connection with the purchase of Tokens (and any subsequent Transfer of Tokens) could cause the Subscriber to be a "broker" within the meaning of Section 3(a)(4) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), a "dealer" within the meaning of Section 3(a)(5) of the Exchange Act, or an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act, and the Subscriber has determined that its activities do not and will not cause it to be a "broker," "dealer," or "underwriter" as so defined; (ii) the Subscriber is not in the business of buying and selling securities for its own account or the accounts of others, and the Subscriber's purchase of Tokens is not part of a regular business of buying and selling securities; (iii) the Subscriber has not received, and will not receive, any commission, fee, or other remuneration from the SPV, the Servicer, or any of their affiliates in connection with the Subscriber's purchase of Tokens (other than distributions or dividends to which the Subscriber may be entitled as a Tokenholder); and (iv) the Subscriber is not acting as an intermediary, conduit, or in any similar capacity for any other person in connection with the purchase of Tokens. The Subscriber acknowledges that these representations and warranties are material to the SPV's reliance on exemptions from registration under the Securities Act and the Exchange Act.

(l) The Subscriber represents and warrants that it is an "accredited investor" as such term is defined pursuant to Regulation D promulgated under the Securities Act. To the extent that any look-through rules apply to the Subscriber under the Securities Act, each person who holds an equity interest in the Subscriber is, and each person who at any time in the future holds an equity interest in the Subscriber will be, an "accredited investor".

The Subscriber understands that it was offered the Tokens in the jurisdiction listed in the Subscriber's "Principal Place of Business" set forth on the Investor Questionnaire Information Sheet and the Subscriber intends that the securities law of that jurisdiction govern the Subscriber's subscription. The Subscriber meets any additional or different suitability standards imposed by the securities and similar laws of the country, state or other jurisdiction of the principal place of business or domicile applicable to the Subscriber, and the Subscriber is eligible, under all laws, regulations and governmental orders applicable, to (i) receive and accept an offer to sell or solicitation of the Subscriber's offer to purchase the Interest in the manner made to the Subscriber, (ii) accept delivery (including, without limitation, electronic delivery) of, and review, the Offering Documents and any other documents which may have been made available upon the Subscriber's request and (iii) subscribe for and purchase the Tokens as contemplated hereby. The Subscriber acknowledges and agrees that the distribution of the Offering Materials or any other materials in connection with the investment in the Tokens does not constitute an offer to sell or the solicitation of an offer to buy in any state or other jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such state or jurisdiction and that such distribution and the offer and sale of the Tokens in certain jurisdictions may be restricted by law.

(m) Subscriber and each of its principals and control persons has complied and will continue to comply in all material respects with all laws, rules, and regulations having application to its business, properties, and assets (including federal and state securities laws), and there are no actions, suits, proceedings, or investigations pending or, to the knowledge of Subscriber, threatened against Subscriber or any of its principals or affiliates, at law or in equity or before any governmental department, commission, board, bureau, agency, or instrumentality, or any self-regulatory organization, or any securities or commodity exchange, in which an adverse decision could materially and adversely affect Subscriber's ability to conduct its business or to comply with, and perform its obligations under, this Agreement. Without limiting the generality of the foregoing, Subscriber is not subject to any "bad actor" disqualification as described in Rule 506(d)(1) of the Securities Act that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of the SPV's use of the Rule 506 exemption ("*Disqualifying Event*"). The Subscriber will immediately notify the SPV in writing if the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof, the Subscriber agrees and covenants to use the Subscriber's best efforts to coordinate with the SPV to provide documentation as reasonably requested by the SPV related to any such Disqualifying Event. Furthermore, if a Disqualifying Event occurs at any time after the date hereof, then (i) the Subscriber's voting rights in respect of the SPV's outstanding voting equity securities (calculated on the basis of voting power) will be automatically reduced, for such period of time as the SPV determines is necessary or advisable (which reduction may be retroactive and/or prospective), to the lesser of 19.9% and the Subscriber's then-current ownership percentage of outstanding Tokens, and the SPV and its Agents are hereby authorized on the Subscriber's behalf to take such action as the SPV deems necessary or appropriate to give effect to the same, and/or (ii) if the SPV determines that for any reason such reduction is not sufficient to avoid any adverse impacts under Rule 506(d) or 506(e) of Regulation D under the Securities Act, the SPV may deem the Subscriber's continuing participation in the SPV to have a material adverse effect on the SPV and may cause the Subscriber's Tokens to be mandatorily redeemed in accordance with the Offering Materials. The Subscriber also acknowledges that the SPV and its Agents may periodically request assurance that the Subscriber has not become subject to a Disqualifying Event at any date after the date hereof, and the Subscriber further acknowledges and agrees that the SPV shall understand and deem the Subscriber's failure to respond in writing to such requests to be an affirmation and restatement of the representations, warranties and covenants in this Section.

(n) Neither the Subscriber nor any of its Affiliates is a party to any financial instrument or contract (other than this Agreement) the value of which is determined in whole or in part by reference to the Tokens (including the amount of distributions by the SPV, the value of SPV's assets, or the results of the SPV's operations).

(o) If the Subscriber is a "plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*") that is subject to the provisions of Title I of ERISA, and/or a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986, as amended (the "*Code*"), or an entity whose assets are treated as "plan assets" under Section 3(42) of ERISA and any regulations promulgated thereunder (a "*Plan*"), the person executing this Agreement on behalf of the Plan (the "*Fiduciary*") represents and warrants to the SPV that:

(i) such person is a "fiduciary" of such Plan and trust and/or custodial account within the meaning of Section 3(21) of ERISA, and/or Section 4975(e)(3) of the Code and such person is authorized to execute this Agreement;

(ii) unless otherwise indicated in writing to the SPV, the Plan is not a participant-directed defined contribution plan;

(iii) the Fiduciary has considered a number of factors with respect to the Plan's investment in the Tokens and has determined that, in view of such considerations, the purchase of Tokens is consistent with the Fiduciary's responsibilities under ERISA. Such factors include, but are not limited to: (A) the role such investment or investment course of action plays in that portion of the Plan's portfolio that the Fiduciary manages; (B) whether the investment or investment course of action is reasonably designed as part of that portion of the portfolio managed by the Fiduciary to further the purposes of the Plan, taking into account both the risk of loss and the opportunity for gain that could result therefrom; (C) the composition of that portion of the portfolio that the Fiduciary manages with regard to diversification; (D) the liquidity and current rate of return of that portion of the portfolio managed by the Fiduciary relative to the anticipated cash flow requirements of the Plan; (E) the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Plan; and (F) the risks associated with an investment in the Tokens and the fact that the Subscriber has only limited redemption and liquidity rights.

(iv) the investment in the Tokens has been duly authorized under, and conforms in all respects to, the documents governing the Plan and the Fiduciary;

(v) the Fiduciary is: (A) responsible for the decision to invest in the Tokens; (B) independent of the SPV and its Agents; and (C) qualified to make such investment decision;

(vi) none of the SPV and its Agents has made any recommendation or has been relied upon for any advice with respect to the Plan's decision to acquire and hold the Interests and none of the SPV and its Agents shall at any time be relied upon as the Plan's fiduciary with respect to any decision to acquire, continue to hold or transfer the Interests and (ii) acknowledges that the SPV and its Agents have a financial interest in the Subscriber's investment in the Tokens on account of the fees and other remuneration they expect to receive in connection with transactions contemplated hereunder; and

(vii) if at any time the Subscriber's status as a Plan changes or there is a change with respect to any other information regarding ERISA matters provided herein, the Subscriber agrees to immediately notify the SPV of such change.

The Subscriber further acknowledges and agrees that, consistent with the Memorandum and applicable law, the Servicer (on behalf of the SPV) may take such actions, including mandatory redemption of some or all Tokens held by "benefit plan investors," as it deems necessary or advisable to maintain compliance with applicable "benefit plan investor" limitations under the plan assets regulation.

(p) If the Subscriber is an insurance company and is investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Tokens, it has identified in the Investor Questionnaire whether the assets underlying the general account constitute "plan assets" within the meaning of Section 401(c) of ERISA. The Subscriber agrees to promptly notify the SPV in writing if there is a change in the percentage of the general account's assets that constitute "plan assets" within the meaning of Section 401(c) of ERISA and shall disclose such new percentage ownership.

(q) If the Subscriber is a "charitable remainder trust" within the meaning of Section 664 of the Code, the Subscriber has advised the SPV in writing of such fact and the Subscriber acknowledges that it understands the risks, including specifically the tax risks, if any, associated with its investment in the SPV.

(r) If the Subscriber is purchasing in a representative or fiduciary capacity, the representations and warranties herein shall be deemed to have been made on behalf of the person or persons for whom the Subscriber is so purchasing, and the Subscriber agrees to furnish to the SPV, upon request, documentation satisfactory to the SPV in the SPV's sole discretion, supporting the truthfulness of such representations and warranties as made on behalf of such person or persons.

(s) The Subscriber understands and agrees that, although the SPV will use its reasonable efforts to keep the information provided in the answers to this Agreement confidential, the SPV may present this Agreement and the information provided in answers to it to such parties (e.g., affiliates, attorneys, auditors, administrators, brokers and regulators) as it deems necessary or advisable to facilitate the acceptance and management of the Subscriber's subscription amounts including, but not limited to, in connection with anti-money laundering and similar laws, if called upon to establish the availability under any applicable law of an exemption from registration of the Tokens, the compliance with applicable law and any relevant exemptions thereto by the SPV, the Servicer, or their respective affiliates, or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the SPV or its Agents are a party or by which they are or may be bound or if the information is required to facilitate the SPV's investments. The SPV may also release information about the Subscriber (and any beneficial owners of the Subscriber) if directed to do so by the Subscriber, if compelled to do so by law or in connection with any government or self-regulatory organization request or investigation.

(t) The Subscriber acknowledges that, if the Subscriber has used the services of a purchaser representative in connection with an investment in the Tokens, such purchaser representative has disclosed, by submitting a Purchaser Representative Letter attached as Appendix 2 to this Agreement, any material relationship between such purchaser representative or such purchaser representative's affiliates and the SPV and its affiliates that now exists or mutually is understood to be contemplated or that has existed at any time during the previous two years, and further setting forth any compensation received or to be received as a result of such relationship.

(u) The Subscriber acknowledges and agrees to the use of cross transactions. Additionally, the Subscriber acknowledges and consents to the sales of existing gold and gold leases from Streamex or its affiliates to the SPV, provided that such gold and gold leases (i) otherwise are appropriate investments for the SPV and (ii) are conducted at market terms.

(v) Subscriber acknowledges receipt of the SPV's Privacy Notice, available at https://www.streamex.com/privacy-policy. The Subscriber shall promptly provide the SPV's Privacy Notice to (i) each individual whose personal data the Subscriber has provided or will provide to the SPV or any of its delegates in connection with the Subscriber's investment in the SPV (such as a directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) and (ii) any other individual connected to the Subscriber as may be requested by the SPV or any of its delegates. The Subscriber shall also promptly provide to any such individual, on request by SPV or any of its delegates, any updated versions of the SPV's Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the SPV or any of its delegates has directly or indirectly provided that individual's personal data.

To the extent required by the General Data Protection Regulation (EU) 2016/679 ("*GDPR*"), the UK General Data Protection Regulation, the Cayman Islands Data Protection Act (as amended), or any other applicable data protection or privacy law, the Subscriber hereby: (A) consents to the collection, processing, storage, use, and disclosure of the Subscriber's personal data (and, where applicable, the personal data of the Subscriber's directors, officers, trustees, employees, representatives, beneficial owners, and other related individuals) by the SPV and its Agents for the purposes described in the Privacy Notice, including investor onboarding, regulatory compliance, AML/KYC verification, tax reporting, and the administration of the Subscriber's investment; (B) acknowledges and consents to the transfer of such personal data to jurisdictions outside the European Economic Area, the United Kingdom, or the Cayman Islands (including to the United States and other jurisdictions that may not provide an equivalent level of data protection), where such transfers are necessary for the purposes described in the Privacy Notice or this Agreement; (C) represents that, to the extent the Subscriber has provided personal data of any third party to the SPV or its Agents, the Subscriber has obtained all necessary consents and authorizations from such third parties to permit the collection, processing, transfer, and disclosure of their personal data as contemplated herein and in the Privacy Notice; and (D) agrees to indemnify and hold harmless the SPV and its Agents from and against any claims, losses, or liabilities arising from the Subscriber's failure to obtain such consents or authorizations.

(w) Except as described in writing by the Subscriber to the SPV and received by the SPV at least five business prior to the date hereof: (i) the Subscriber does not control, is not controlled by, and is not under common control with, any Other Investor(s), and (ii) no other person will have a beneficial interest in the Tokens to be acquired by the Subscriber hereunder (other than in such person's capacity as a shareholder, partner, member, policy owner or other Beneficial Owner of equity interests in the Subscriber).

(x) Except to the extent otherwise disclosed to the SPV and acknowledged by the SPV in writing prior to its admission, the Subscriber represents that the Subscriber is not a FOIA Person (as hereinafter defined), and agrees that the Subscriber will immediately notify the SPV in the event the Subscriber is or otherwise becomes a FOIA Person at any time while it holds Tokens. For purposes of the this Agreement a "*FOIA Person*" shall mean any person that is (A) directly or indirectly subject to either section 552(a) of Title 5, United States Code (commonly known as the "*Freedom of Information Act*") or any similar federal, state, county or municipal public disclosure law, whether foreign or domestic; (B) subject, by regulation, contract or otherwise, to publicly disclose SPV information due to regulatory or trading exchange or other market requirements where interests in such person are registered, regulated, sold or traded, whether foreign or domestic; (C) required to or will likely be required to disclose SPV information to a governmental body, agency or committee (including any disclosures required in accordance with the Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic, by virtue of such person's (or any of its affiliates') current or proposed involvement in government office; (D) an agent, nominee, fiduciary, custodian or trustee for any person described in the preceding clauses (A) through (C) of this Section where SPV information provided or disclosed to the Subscriber by the SPV or its Agents is provided or could at any time become available to such person described by the preceding clauses (A) through (C) of this Section; or (E) an investment fund or other entity that has any person described in the preceding clauses (A) through (C) of this Section 4(aa) as a partner, member or other Beneficial Owner where SPV information provided or disclosed to the Subscriber by or on behalf of the SPV or its Agents is disclosed to or could at any time become available to such person described by the preceding clauses (A) through (C) of this Section.

(y) If the Subscriber is, or is owned by, a fund of funds, no class of the Subscriber's securities, or securities of such fund of funds (or a subsidiary thereof) that owns the Subscriber (if the Subscriber is not a fund of funds), is listed on any public exchange, and neither the Subscriber nor a fund of funds (or a subsidiary thereof) that owns the Subscriber (if the Subscriber is not a fund of funds) will seek to list any class of the Subscriber's (or its) securities on any public exchange without the prior written consent of the SPV. In addition if the Subscriber is not a fund of funds, the Subscriber hereby agrees to ensure that no Beneficial Owner of the Subscriber that is a fund of funds will list any class of such fund of funds' securities on any public exchange for purposes of this Section.

(z) The Subscriber shall be irrevocably bound by the terms and conditions of the Articles and the Subscriber agrees that the terms of offer and the rights attaching to the Tokens as set out in this Agreement, the Memorandum and the Articles, can be varied in accordance with the provisions of the Articles, including, without limitation, the deemed consent provisions.

(aa) The Subscriber has not altered or otherwise revised this Agreement in any manner from the version initially provided to the Subscriber by the SPV, other than completing this Agreement's signature pages and the Investor Questionnaire. In the event the Subscriber has, contrary to the foregoing representation, altered or otherwise revised this Agreement, the Subscriber agrees that such alteration or other revision shall be null and void and the version initially provided to the Subscriber by the SPV shall have full force and effect upon acceptance by the SPV unless the SPV has initialed its acceptance of such alteration. The Subscriber acknowledges that the Subscriber participated in, or had the meaningful opportunity to participate in, the negotiations and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed to be the product of meaningful negotiations between the Subscriber and the SPV and no presumption or burden of proof shall arise favoring or disfavoring either the Subscriber or the SPV by virtue of the authorship of any of the provisions of this Agreement. The SPV may agree to waive, modify or limit the applicability and/or scope of any representation, warranty, covenant or other agreement contained in any subscription agreement or Investor Questionnaire, and any obligation(s) related thereto, to any person and any such agreement shall not be a side letter or similar agreement for purposes of the Articles.

(bb) All information which the Subscriber has provided to the SPV and its Agents concerning the Subscriber, the Subscriber's status, financial position, and knowledge and experience of financial, tax, and business matters, or, in the case of a Subscriber that is an entity, the knowledge and experience of financial, tax, and business matters of the person making the investment decision on behalf of such entity, is accurate, correct, true and complete as of the date set forth herein.

(cc) The Subscriber acknowledges that the Tokens generally do not have voting rights.

(dd) The Subscriber confirms that it has not been invited as a member of the public in the Cayman Islands to subscribe for Tokens.

(ee) If the Subscriber is a resident in any province of Canada, the Subscriber makes the following representations, warranties, acknowledgements and certifications, as applicable, to the SPV and to its Agents, including any placement agent:

(i) the Subscriber is resident in, was offered to purchase Tokens, and first learned of the Tokens in, the province listed in the address of the Subscriber set forth in this Agreement and the Subscriber is subject to and intends that the securities laws of that province alone shall govern the offer and sale of the Tokens to the Subscriber;

(ii) the Subscriber acknowledges that the declarations, representations and warranties it is providing and as described herein are made with the intent that they be relied upon by the SPV in determining the Subscriber's eligibility to purchase Tokens on a basis exempt from the prospectus requirements of Canadian securities laws and the Subscriber hereby agrees to indemnify the SPV against any and all losses, claims, costs, expenses, damages and liabilities which the SPV may suffer or incur caused or arising from reliance thereon;

(iii) the Subscriber is purchasing the Tokens as principal for its own account or is deemed to be purchasing the Tokens as principal for its own account in accordance with applicable securities laws;

(iv) the Subscriber understands that the offer, sale and issuance of the Tokens is exempt from the prospectus requirements of applicable Canadian securities laws and, as a result: (A) the Subscriber may not receive information that would otherwise be required under applicable Canadian securities laws or be contained in a prospectus prepared in accordance with applicable Canadian securities laws; (B) the Subscriber is restricted from using most of the protections, rights and remedies available under applicable Canadian securities laws, and (C) the SPV is relieved from certain obligations that would otherwise apply under applicable Canadian securities laws;

(v) the Subscriber understands that no prospectus has been filed with any Canadian securities regulatory authority in connection with the offering and no Canadian securities regulatory authority has made any finding or determination as to the merit for investment in, or made any recommendation or endorsement with respect to, the Tokens;

(vi) the Subscriber is an "accredited investor" within the meaning of NI 45-106 because one or more of the categories of "accredited investor" set forth herein correctly and in all respects describes the Subscriber. The Subscriber hereby represents and warrants that the information the Subscriber has provided herein indicating the basis upon which the Subscriber qualifies as an "accredited investor" is true and accurate;

(vii) the Subscriber was not formed or created, and is not being used, solely for the specific purpose of acquiring, purchasing or holding the Tokens as an "accredited investor" if the Subscriber is a person described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106;

(viii) the Subscriber has received a copy of the Memorandum as part of the Offering Materials, has read the Memorandum and acknowledges the contents thereof including the statements made therein under the heading "Notice to Investors in Canada";

(ix) the Subscriber's decision to purchase the Tokens was based exclusively on and, to the knowledge of such Subscriber, the offer and sale of the Tokens were made exclusively through, the Memorandum and this Agreement, and was not based on or made through an advertisement of the Tokens in any printed media of general and regular paid circulation, radio, television or telecommunications, including electronic display, or any other form of advertising in Canada;

(x) the Subscriber understands that, unless permitted under applicable Canadian securities laws, the holder of Tokens must not trade the Tokens before the date that is 4 months and a day after the later of (i) the date of distribution of the Tokens, and (ii) the date the SPV became a reporting issuer in any province or territory of Canada;

(xi) the Subscriber understands that any certificates representing its Tokens will bear a legend substantially as follows:

> "Unless permitted under securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) [insert the distribution date], and (ii) the date the issuer became a reporting issuer in any province or territory.";

(xii) the Subscriber understands that the SPV is not registered under Canadian securities law in any category of registration to act as a dealer, advisor or investment fund manager and that accordingly, neither the SPV nor the Subscriber will be entitled to the benefits that may accrue from such entities being registered in one of those categories of registration;

(xiii) the Subscriber acknowledges that no person or company has made any representation, written or oral, that they will resell or repurchase or refund all or any of the purchase price of the Tokens or with respect to the future value of the Tokens or that the Tokens will be listed and posted for trading on a securities exchange or market;

(xiv) the Subscriber understands that if, as a result of any information or other matter which comes to the attention of the SPV or any director, officer or employee of the SPV, or their representatives or professional advisors, knows or suspects that the Subscriber is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise;

(xv) the Subscriber is not named on or blocked by any of the following lists (the "Prohibited Lists") promulgated by the Department of Foreign Affairs, Trade and Development or the Department of Public Safety and Emergency Preparedness of Canada:

i. the list of names subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the Criminal Code (Canada) (found at the website of the Office of the Superintendent of Financial Institutions Canada (OSFI) at http://www.osfi-bsif.gc.ca/);

ii. the lists of names subject to Regulations made under the United Nations Act (Canada) (found at the website of Foreign Affairs and International Trade Canada at http://www.international.gc.ca/); and

iii. the lists of names subject to Regulations made under the Special Economic Measures Act (Canada) (found at the website of Foreign Affairs and International Trade Canada at http://www.international.gc.ca/);

(xvi) the Subscriber understands that the Memorandum does not address Canadian tax considerations of an investment in the Tokens and that he, she or it should consult with legal and tax advisers with respect to the tax consequences of an investment in the Tokens in their particular circumstances and with respect to the eligibility of the Tokens for investment by such Subscriber under relevant Canadian legislation and regulations;

(xvii) the Subscriber understands that the SPV is a Cayman Islands exempted company located outside of Canada and that the SPV as well as all or substantially all of its respective directors, officers, trustees, partners, shareholders, principals, employees, experts, agents and representatives (collectively, the "SPV Entities") may be located outside of Canada and, as a result, it may not be possible for Canadian investors to effect service of process within Canada upon the SPV Entities. The Subscriber understands that all or a substantial portion of the assets of the SPV Entities may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against the SPV Entities in Canada or to enforce a judgment obtained in Canadian courts against the SPV Entities outside of Canada;

(xviii) the Subscriber understands that the financial statements of the SPV are prepared in accordance with accounting standards that may differ from generally accepted accounting principles in Canada. The accounts of the SPV are recorded in, and the investments of the SPV will be denominated in, currencies other than Canadian dollars. Therefore, the Canadian dollar value of the Tokens to Canadian investors may be affected by fluctuations in the rate of exchange between the Canadian dollar and other currencies;

(xix) the Subscriber acknowledges and understands that the SPV shall not be deemed to have carried on business in the Canadian jurisdiction in which the Subscriber is resident solely as a result of the offering and sale of the Tokens (without regard to any other activities of the SPV which may have occurred in such Canadian jurisdiction); and

(xx) the Subscriber will provide such information and documents as the SPV may reasonably require from time to time to comply with any filings and other requirements of applicable Canadian securities laws.

If any answers provided or background documentation required under this Agreement is found to be false, forged, or misleading, the Subscriber understands that the SPV may require such Subscriber to fully redeem from the SPV, as permitted under the Articles.

INVESTMENT IN THE TOKENS IS SPECULATIVE AND INVOLVES RISKS, INCLUDING THE RISK OF LOSING ALL OR SUBSTANTIALLY ALL OF THE AMOUNT INVESTED. THE SUBSCRIBER SHOULD NOT REGARD THE SPV AS A COMPLETE INVESTMENT PROGRAM.

THE SPECULATIVE NATURE OF INVESTMENT IN THE TOKENS MAKES SUCH INVESTMENT APPROPRIATE ONLY FOR A LIMITED PORTION OF THE RISK SEGMENT OF THE SUBSCRIBER'S PORTFOLIO.

5. Additional Information; Tax Information Sharing.

(a) Subscriber understands that the SPV may require other documentation and information in addition to this Agreement prior to deciding whether to accept this subscription, and Subscriber agrees to provide it, if reasonably requested. Such documentation and information shall be true and correct in all respects.

(b) Without limiting the generality of the foregoing, Subscriber covenants that: (i) it will provide any form, certification or other information reasonably requested by and acceptable to the SPV that is necessary for the SPV (A) to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the SPV receives payments or (B) to satisfy reporting or other obligations under the Code and the Treasury Regulations or similar legal requirements; (ii) it will update or replace such form, certification or other information in accordance with its terms or subsequent amendments; and (iii) it will 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. The Subscriber waives any provision under the laws of any jurisdiction that would, in the absence of such waiver, prevent the compliance with applicable law as described in this paragraph by the SPV and its Agents, including, but not limited to, preventing (i) the Subscriber from providing any requested information or documentation, or (ii) the disclosure by the SPV and its Agents of information or documentation provided by the Subscriber to applicable governmental authorities. The Subscriber understands and acknowledges that if Subscriber fails to provide any such form, certification, or other information as requested, Subscriber would be subject to a withholding tax and the SPV may take any action in relation to Subscriber's investment in the SPV or redemption proceeds to ensure that such withholding is economically borne by Subscriber.

(c) Without limiting the generality of Section 5(a) and (b), the Subscriber acknowledges and agrees that:

(i) the SPV is required to comply with the provisions of AEOI (as defined below);

(ii) it will provide, in a timely manner, such information regarding the Subscriber and its beneficial owners and such forms or documentation as may be requested from time to time by the SPV and its Agents to enable the SPV to comply with the requirements and obligations imposed on it pursuant to AEOI, specifically, but not limited to, (A) forms and documentation which the SPV may require to determine whether or not the relevant investment is a "Reportable Account" under any AEOI regime and to comply with the relevant due diligence procedures in making such determination and (B) if required by the SPV and its Agents, forms, certificates, and information to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the SPV receives payments;

(iii) any such forms or documentation requested by the SPV and its Agents, or any financial or account information with respect to the Subscriber's investment in the SPV, may be disclosed to the Cayman Islands Tax Information Authority (or any other Cayman Islands governmental body which collects information in accordance with AEOI) and to any withholding agent where the provision of that information is required by such agent to avoid the application of any withholding tax on any payments to the SPV;

(iv) it waives, and/or shall cooperate with the SPV to obtain a waiver of, the provisions of any law which:

(A) prohibit the disclosure by the SPV and its Agents of the information or documentation requested from the Subscriber; or

(B) prohibit the reporting of financial or account information by the SPV and its Agents required pursuant to AEOI; or

(C) otherwise prevent compliance by the SPV with its obligations under AEOI;

(v) if it provides information and documentation that is in any way misleading, or it fails to provide the SPV and its Agents with the requested information and documentation necessary in either case to satisfy the SPV's obligations under AEOI, the SPV reserves the right (whether or not such action or inaction leads to compliance failures by the SPV, or a risk of the SPV or its investors being subject to withholding tax or other penalties under AEOI):

(A) to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption of the Subscriber;

(B) to hold back from any distribution proceeds, or to deduct from the Subscriber's Tokens any liabilities, costs, expenses or taxes caused (directly or indirectly) by the Subscriber's action or inaction; and

(C) it shall have no claim against any Additional Indemnified Party (as defined below) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the SPV in order to comply with AEOI.

(vi) The Subscriber hereby indemnifies the SPV, the Servicer, Streamex, the Administrator, their respective affiliates, and each of its and their affiliates' respective partner, members, stockholders or other equity holders, managers, officers, directors, employees and other personnel, representatives, and agents (each, an "*Additional Indemnified Party*") and hold them harmless from and against any AEOI-related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which such Additional Indemnified Party may incur as a result of any action or inaction (directly or indirectly) of the Subscriber (or any related person) described above. This indemnification shall survive the Subscriber's death or disposition of its Tokens.

(d) For the purposes of the foregoing, "AEOI" means:

(i) sections 1471 to 1474 of the Code and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting and/or withholding tax regimes;

(ii) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters - the Common Reporting Standard (the "*CRS*") and any legislation, regulations or guidance in the Cayman Islands that gives effect to the principles and requirements of the CRS;

(iii) any intergovernmental agreement, treaty, regulation, guidance or any other agreement between the Cayman Islands (or any Cayman Islands government body) and the United States, the United Kingdom or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in paragraph (i) and (ii); and

(iv) any legislation, regulations or guidance in the Cayman Islands that give effect to the matters outlined in the preceding sub-paragraphs.

6. AML Representations.

(a) The Subscriber understands and agrees that the SPV prohibits the investment of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any U.S., the Cayman Islands or other or international laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the United States Treasury Department's Office of Foreign Assets Control[1] ("*OFAC*"), or on the sanctions lists adopted by the United Nations, the United Kingdom (as extended to the Cayman Islands by Orders in Council) or the Cayman Islands, as such lists may be amended from time to time ("*Sanctions Lists*"), any person directly or indirectly affiliated with any country, territory, individual or entity named on any Sanctions List, or any person operationally based or domiciled in a country or territory in relation to which the Sanctions Lists apply or which is otherwise subject to such sanctions; (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate

[1] The OFAC list may be accessed on the web at http://www.treas.gov/ofac.

of a senior foreign political figure,[2] for a politically exposed person, any member of a politically exposed person's immediate family or any close associate of a politically exposed person,[3] unless the SPV, or the party that it designates to perform anti-money laundering compliance for the SPV on its behalf, after being specifically notified by the Subscriber in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted; or (iv) for a foreign shell bank[4] (such persons or entities in (i)–(iv) are collectively referred to as "*Prohibited Persons*").

(b) The Subscriber represents, warrants and covenants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with the Subscriber, a Prohibited Person; (ii) to the extent the Subscriber acts as a nominee for any Principal,[5] (A) it has carried out thorough due diligence to establish the identities of such Principal, the direct and indirect individuals with beneficial interest (where applicable) and the source of funds of the beneficial owners, (B) based on such due diligence, the Subscriber reasonably believes that no such Principals are Prohibited Persons, (C) it holds the evidence of such identities, source of funds and statuses of the Principal and will maintain all such evidence for at least five years from the date of the Subscriber's complete redemption of all of its Tokens, (D) has implemented controls to monitor suspicious activities and will ensure that such activities are reported, in accordance with (c) below; and (E) it will make available without due delay such information and any additional information that the SPV may require upon request in accordance with applicable laws and regulations; (iii) neither it its beneficial owners, controllers or authorised persons (if any) are (A) named on any

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[2] Senior foreign political figure means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a senior foreign political figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. The immediate family of a senior foreign political figure typically includes the political figure's parents, siblings, spouse, children and in-laws. A close associate of a senior foreign political figure is a person who is widely and publicly known internationally to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

[3] Politically exposed person means (a) a person who is or has been entrusted with prominent public functions by a foreign country, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; (b) a person who is or has been entrusted domestically with prominent public functions, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executives of a state owned corporation and important political party official; and(c) a person who is or has been entrusted with a prominent function by an international organisation like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions. The immediate family of a politically exposed person typically includes the person's parents, siblings, spouse, partner and children. A close associate of a politically exposed person is a person who is known internationally to hold the ownership or control of a legal instrument or person jointly with a politically exposed person, or who maintains some other kind of close business or personal relationship with a politically exposed person, or who holds the ownership or control of a legal instrument or person which is known to have been established to the benefit of a politically exposed person.

[4] Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

[5] Beneficial owners will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Subscriber in an agent, representative, intermediary, nominee or similar capacity. If the Principal is itself an entity, the information and representations set forth herein must also be given with respect to its individual Principals. If the Subscriber is a publicly-traded company, it need not conduct due diligence as to its Principals.

Sanctions Lists, (B) operationally based or domiciled in a country or territory in relation to which Sanctions Lists apply, or (C) otherwise subject to sanctions imposed by the United States, the United Kingdom (as extended to the Cayman Islands by Orders in Council) or the Cayman Islands (collectively, a "*Sanctions Subject*") Should the Subscriber, its beneficial owners, controllers or authorised persons become at any time a Sanctions Subject, the SPV may immediately and without notice to the Subscriber cease any further dealings with the Subscriber and/or the Subscriber's Tokens until the Subscriber ceases to be a Sanctions Subject or a license is obtained under appliable law to continue such dealings.

(c) The Subscriber represents and warrants that the funds being used to make this investment are not derived from any unlawful or criminal activities, and that the Subscriber has accurately and fully answered all questions directed to the Subscriber, either orally or in writing, with respect to the source of funds being used to make this investment.

(d) If any of the foregoing representations, warranties or covenants ceases to be true or if the SPV no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the SPV may be obligated to freeze the Subscriber's investment, either by prohibiting additional investments, declining or suspending any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Subscriber's Tokens may immediately be involuntarily redeemed by the SPV, and the SPV may also be required to report such action and to disclose the Subscriber's identity to OFAC or other authorities. In the event that the SPV is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the SPV and its Agents for any form of damages as a result of any of the aforementioned actions.

(e) The Subscriber understands and agrees that any redemption proceeds paid to it will be paid to the same account from which the Subscriber's investment in the SPV was originally remitted, unless the SPV, in its sole discretion, agrees otherwise.

(f) The Subscriber acknowledges and understand that, if as a result of any information or other matter which comes to their attention, any person resident in the Cayman Islands (including the SPV) knows or suspects that another person is engaged in criminal conduct or has a suspicion that a payment to the SPV (by way of subscription or otherwise) contains the proceeds of criminal conduct, such person is required to report such information or other matter pursuance to the Proceeds of Crime Act (as amended) of the Cayman Islands, or any other such law and such report will not be treated as a breach of any restriction upon the disclosure of information by law or otherwise.

(g) The SPV reserves the right to request such information as is necessary to verify the identity of a Subscriber or its beneficial owners. To ensure compliance with statutory and other requirements relating to anti-money laundering, counter-terrorist or proliferation financing, the SPV may require verification of identity from any person submitting a completed Agreement. Pending the provision of evidence satisfactory to the SPV as to identity, the evidence of title in respect of Tokens may be retained in the absolute discretion of the SPV. If within a reasonable period of time following a request for verification of identity, the SPV has not received evidence satisfactory to each as aforesaid, it may, in its absolute discretion, refuse to issue Tokens in the SPV to the Subscriber , in which event subscription monies will be returned without interest to the account from which such monies were originally debited. Subscription monies may be rejected by the SPV if the remitting bank or financial institution is unknown to the SPV. An individual may be required to produce a copy of a passport or identification card certified by a notary public. If the Subscriber is an entity, it may be required to produce a certified copy of its certificate of incorporation (and change of name), memorandum and articles of association (or other comparable organizational documents), and the names, occupations, dates of birth, and residential and business addresses of all directors.

(h) The SPV may segregate and/or redeem the Subscriber's Token, prohibit future investments, or take other appropriate action if the SPV determines in its sole discretion that the Subscriber's continued participation could materially and adversely affect the SPV or its Agent or if the SPV determines in its sole discretion that the action is necessary in order for the SPV and its Agents to comply with applicable laws, regulations, orders, directives or special measures, or as otherwise provided in the Article. The Subscriber further understands and expressly agrees that the SPV and its Agents may release confidential information about the Subscriber and, if applicable, any of its direct or indirect Beneficial Owners, to proper authorities if, in its sole and absolute discretion, it determines that such release is in the interest of any of the foregoing in light of applicable laws and regulations. The SPV and its Agents are permitted to take such steps as they determine are necessary to comply with applicable laws, regulations, orders, directives and special measures.

7. **Subscriber Awareness**. The Subscriber acknowledges, represents, agrees and is aware that:

(a) The SPV has only recently been incorporated and has limited financial and operating history.

(b) Investment returns (if any) set forth in the Memorandum or in any supplemental materials thereto are not necessarily comparable to or indicative of the returns (if any) that may be achieved on investments made by, or in, the SPV.

(c) The purchase of Tokens involves a high degree of risk, including the possibility of a loss of the Subscriber's entire investment.

(d) No federal or state agency has passed upon the Tokens or made any findings or determination as to the fairness of this investment.

(e) The SPV will not register as an investment company nor will it make a public offering of its securities within the United States. There is no established market for the Tokens, and no public market for the Tokens will develop.

(f) Distributions and dividends made by the SPV that are sent to the Subscriber's accounts designated by the Subscriber are sent at the Subscriber's risk insofar as the obligation to provide accurate account details rests solely on the Subscriber.

(g) The Subscriber understands the method of compensation among the SPV, the Servicer, and the Streamex and its risks.

(h) The SPV may enter into arrangements with placement agents (collectively, the "*Placement Agents*"). In evaluating an investment in the SPV, the Subscriber was not provided, nor did it rely upon any representation, warranty or undertaking, whether express or implied, oral or written, by any Placement Agent or its respective officers, employees, agents or affiliates relating to the SPV, the Tokens or the offering thereof, or as to the proposed suitability of the Subscriber's investment in the Tokens. The Placement Agents, if any, are not the Subscriber's investment advisers in connection with the offering of the Tokens. The Subscriber must independently evaluate the offering of the Tokens and make the Subscriber's own investment decisions. In making those decisions, the Subscriber should be aware that one or more Placement Agents, if any, may receive a Placement Fee from the SPV or its Agents. Accordingly, the Subscriber should recognize that participation by the Placement Agents, if any, may be influenced by their interest in such fees. Unless otherwise agreed to in writing by the SPV, the Subscriber hereby authorizes the use of Placement Agents in respect of the Subscriber's investment in the SPV and any other investments made by Other Investors, and the Subscriber represents that the Subscriber has received information satisfactory to it in connection with the role and identity of all such Placement Agents, if any. The Subscriber has considered these and other potential conflicts in making its investment decisions. By investing in the Tokens, the Subscriber consents to these potential conflicts and acknowledge that these potential conflicts are not material to the Subscriber's decision to provide such consent. In acting as placement agent for the SPV, any Placement Agent is not: (i) acting as investment adviser, other advisor or fiduciary to the Subscriber in connection the Tokens; or (ii) advising the Subscriber regarding whether the Tokens are more appropriate for the Subscriber's investment needs than other investment opportunities that may be available. The Subscriber must make its own investment decisions.

8. Secondary Transfers.

(a) *Applicability*. This Section 8 governs all Transfers of Tokens from one Tokenholder (each, a "*Selling Tokenholder*") to another person (each, a "*Secondary Purchaser*"), whether effected directly between the parties, through or in coordination with an alternative trading system ("*ATS*"), or by means of an atomic swap or other smart-contract-enabled transaction among whitelisted wallets (each such Transfer, a "*Secondary Transfer*"). For the avoidance of doubt, this Section 8 does not apply to the initial issuance of Tokens by the SPV to a Subscriber, redemptions by the SPV, or Transfers to the SPV.

(b) *General Agreements*.

(i) Each Selling Tokenholder and each Secondary Purchaser acknowledges and agrees that it is solely responsible for compliance with applicable securities and similar laws in all relevant jurisdictions (whether within or outside the United States).

(ii) The Selling Tokenholder and the Secondary Purchaser each acknowledge and agree that (i) no Secondary Transfer shall be effective until recorded on the Register maintained by the SPV or its designee, and blockchain records shall not supersede or control over the Register for purposes of determining legal ownership of Tokens, (ii) the Register maintained by the SPV or its designee controls for purposes of (x) determining legal ownership of Tokens, and (y) establishing record-date entitlements to dividends, distributions, and other rights, and (iii) Secondary Transfers effected on or immediately prior to any applicable cut-off or record date may not be recorded on the Register in time to affect entitlements determined by such record date (and entitlements will in all cases be determined by reference to the Register as of the relevant record date and applicable cut-offs).

(c) *Secondary Purchaser Requirements*. Each Secondary Purchaser that is not already a Tokenholder must, as a condition to consummation of a Secondary Transfer, execute this Agreement and thereby become bound by all of its terms as a Tokenholder. Upon execution of this Agreement, all representations, warranties, and covenants made by a Subscriber in this Agreement (including, without limitation, in Section 4) shall be deemed made by such Secondary Purchaser with respect to such Secondary Transfer and shall be deemed repeated and reaffirmed as of the date of such Secondary Transfer. In addition to the foregoing, each Secondary Purchaser represents and warrants that: (i) it was not solicited to purchase the Tokens through any form of general solicitation or general advertising (including advertisements, articles, notices, or other communications published in any newspaper, magazine, internet site, or similar medium, or broadcast over radio, television, or the internet, or any seminar or meeting whose attendees were invited by general solicitation or general advertising); (ii) it understands that the Tokens are "restricted securities" within the meaning of Rule 144 under the Securities Act and that subsequent Transfers remain subject to the restrictions set forth in this Agreement and applicable securities laws; (iii) it has had access to the Offering Materials and has been given the opportunity to ask questions of, and receive answers from, the Servicer concerning the SPV and the Tokens; and and (iv) it acknowledges that the Tokens will continue to bear legends and be subject to stop-transfer notations and that all transfer restrictions in the Offering Materials and the Articles remain in full force and effect. If a Secondary Purchaser is already a Tokenholder and has previously executed this Agreement, such Secondary Purchaser shall not be required to re-execute this Agreement; however, by consummating a Secondary Transfer as a purchaser, such Secondary Purchaser shall be deemed to have repeated and reaffirmed, as of the date of such Secondary Transfer, all representations, warranties, and covenants previously made by such Secondary Purchaser in this Agreement (including, without limitation, in Section 4), and such representations, warranties, and covenants shall be deemed to remain true, correct, and complete in all material respects as of the date of such Secondary Transfer.

(d) *Selling Tokenholder Representations and Covenants*. By effecting or initiating a Secondary Transfer (including by confirming a sale through an ATS portal or similar mechanism), each Selling Tokenholder shall be deemed to represent, warrant, and covenant to the SPV and the Secondary Purchaser, as of the date of such Secondary Transfer, that:

(i) *Title*. The Selling Tokenholder has good and marketable title to the Tokens being Transferred, free and clear of all liens, claims, encumbrances, security interests, options, charges, and restrictions of any kind, other than those imposed by the Offering Materials and applicable securities laws.

(ii) *No Broker, Dealer, or Underwriter Status*. The Selling Tokenholder originally acquired the Tokens for its own account and not with a view toward distribution or resale, and the decision to Transfer was not made at the time of the original acquisition. The Selling Tokenholder is not an "underwriter" within the meaning of Section 2(a)(11) of the Securities Act, a "broker" within the meaning of Section 3(a)(4) of the Exchange Act, or a "dealer" within the meaning of Section 3(a)(5) of the Exchange Act, with respect to the Tokens being Transferred. The Selling Tokenholder did not acquire the Tokens from the SPV or any affiliate of the SPV with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act. The Secondary Transfer is not part of a plan or scheme to evade the registration requirements of the Securities Act, and the Selling Tokenholder is not acting as a link in a chain of transactions designed to distribute the Tokens to the public. The Selling Tokenholder has not received, and will not receive, any commission, fee, or other remuneration from the SPV, the Servicer, the Secondary Purchaser, or any other person in connection with the Secondary Transfer, other than the purchase price paid by the Secondary Purchaser for the Tokens.

(iii) *No General Solicitation*. Neither the Selling Tokenholder, nor any person acting on the Selling Tokenholder's behalf, has offered or sold, or will offer or sell, the Tokens by any form of general solicitation or general advertising in connection with the Secondary Transfer.

(iv) *Compensation; Disqualification*. Neither the Selling Tokenholder, nor any person that has been or will be paid (directly or indirectly) remuneration or a commission for their participation in the offer or sale of the Tokens, including solicitation of purchasers for the Selling Tokenholder, is subject to an event that would disqualify an issuer or other covered person under Rule 506(d)(1) of Regulation D or is subject to a statutory disqualification described in Section 3(a)(39) of the Exchange Act.

(v) *Information Accuracy*. All information previously provided by the Selling Tokenholder to the SPV and its Agents in connection with this Agreement remains true, correct, and complete in all material respects, and no event or circumstance has occurred that would cause any representation or warranty made by the Selling Tokenholder in this Agreement to be untrue or incorrect.

(vi) *Affiliate Status*. If the Selling Tokenholder is an "affiliate" of the SPV within the meaning of Rule 144 under the Securities Act, the Selling Tokenholder has disclosed such status to the SPV and acknowledges that additional restrictions may apply to the Secondary Transfer.

(vii) *Bad Actor*. Neither the Selling Tokenholder nor any person that has been or will be paid (directly or indirectly) remuneration or a commission for their participation in the offer or sale of the Tokens, including solicitation of purchasers for the Selling Tokenholder, is subject to any Disqualifying Event, and no event has occurred that would require disclosure under Rule 506(e) of the Securities Act.

(viii) *Bring-Down of Prior Representations*. All representations, warranties, and covenants made by the Selling Tokenholder in this Agreement when it originally subscribed for Tokens (or acquired Tokens in a prior Secondary Transfer) remain true, correct, and complete in all material respects as of the date of the Secondary Transfer.

(e) *SPV Rights*. The Selling Tokenholder and the Secondary Purchaser each acknowledge and agree that (i) smart-contract-enabled atomic swaps among whitelisted wallets are a permitted mechanism for effecting Secondary Transfers, (ii) the SPV may impose or maintain technical controls (including wallet whitelisting and transfer restrictions embedded in smart contracts) to enforce compliance with the Offering Materials and applicable law, and (iii) Transfer Expenses (as defined in the Memorandum) shall be borne by the parties to such Secondary Transfer as set forth in the Memorandum. Without limiting the generality of the foregoing, the SPV reserves the right, in its sole and absolute discretion, to block, reverse, refuse to recognize, or unwind any Secondary Transfer that (A) violates any provision of the Offering Materials or applicable law, (B) would, in the SPV's reasonable judgment, cause the SPV or any of its Agents to violate any law, regulation, or order, (C) would cause the SPV to be required to register as an "investment company" under the Investment Company Act or would require registration of the Tokens under the Securities Act, (D) involves a party whose whitelisted status has been revoked, suspended, or is otherwise not in good standing, or (E) in the SPV's reasonable judgment, would be materially adverse to the SPV or the Tokenholders.

(f) *Assumption of Obligations; Release*. Upon consummation of a Secondary Transfer, (i) the Secondary Purchaser shall assume all obligations, commitments, and liabilities with respect to the Tokens being Transferred arising from and after the date of such Secondary Transfer, and (ii) the Selling Tokenholder shall be released from such obligations, commitments, and liabilities arising from and after such date (but not from any obligations, commitments, or liabilities that arose prior to such date or from the Selling Tokenholder's representations, warranties, and covenants made in connection with the Secondary Transfer pursuant to Section 8(d)). For the avoidance of doubt, the Selling Tokenholder's indemnification obligations under Section 14 shall survive any Secondary Transfer.

(g) *SPV Release and Indemnity*. The Selling Tokenholder and the Secondary Purchaser each understand acknowledge that (i) no ATS, broker, venue, wallet provider, smart-contract writer or auditor, liquidity provider, or other intermediary is an agent of the SPV, and the SPV does not warrant the performance, security, or availability of any third-party or third-party system and (ii) that the SPV is not a party to any Secondary Transfer. As such, each Selling Tokenholder and Secondary Purchaser agree that any Secondary Transfer is that their sole risk and that the SPV and its Agents shall have no liability with arising out of or relating to any Secondary Transfer, including any claim based on the SPV's exercise of its rights under Section 8(d) to block, reverse, refuse to recognize, or unwind a Secondary Transfer.

9. **Dissolution/Incapacity**. If the Subscriber is an entity, the Subscriber hereby agrees to notify the SPV prior to any dissolution, liquidation or termination (other than by merger or consolidation) involving the Subscriber and the Subscriber further agrees not to effect any such dissolution, liquidation or termination until the Subscriber have paid and discharged the Subscriber's share of the SPV's liabilities and the SPV has been terminated. If the Subscriber is an individual, the Subscriber hereby agrees to use best efforts to ensure that the Subscriber's estate, and any guardian that might be appointed in the event of an adjudication of incapacity, are instructed to notify the SPV of such occurrence.

10. **Reliance on Representations and Warranties.** The Subscriber understands the meaning of the representations and warranties contained in this Agreement and in the Investor Questionnaire and understands and acknowledges that the SPV and its Agents are relying upon the representations and warranties contained in this Agreement and in the Investor Questionnaire in determining whether the offering is eligible for exemption from the registration requirements contained in the Securities Act and in determining whether to accept the subscription tendered hereby. The Subscriber represents and warrants that the information contained in this Agreement and in the Investor Questionnaire is true, correct, complete and not misleading in any material

respect as of the date hereof and for so long as the Subscriber holds Tokens, and that such information does not omit or fail to state any material fact necessary in order to make the statements contained therein not misleading. The Subscriber agrees to notify immediately the SPV of any changes in such information (or, if there have been any changes in the information provided to the SPV by the Subscriber in the Investor Questionnaire, the applicable tax forms, or the Anti-Money Laundering Supplement since the date such document was furnished, the Subscriber has advised the SPV in writing of such changes). The Subscriber agrees to provide such information, to make such additional representations and to execute and deliver such documents with respect to itself and its direct and indirect Beneficial Owners as the SPV or its Agents may from time to time reasonably request to verify the accuracy of the Subscriber's representations and warranties herein, establish the Subscriber's identity and those of the direct and indirect participants in the Subscriber's investment in the Tokens and/or to comply with any law, rule or regulation to which the SPV or its Agents may be subject. The Subscriber hereby agrees to indemnify and hold harmless the SPV and its Agents and each other Tokenholder from and against any and all losses, damages, expenses, liabilities or reasonable attorneys' fees (including attorneys' fees and expenses incurred in a securities or other action in which no judgment in favor of the Subscriber is rendered) due to or arising out of a breach of any representation or warranty of the Subscriber contained in the Offering Materials. Notwithstanding any of the representations, warranties, acknowledgments, or agreements made in this Agreement and in the Investor Questionnaire by the Subscriber, the Subscriber does not thereby or in any other manner waive any rights granted to the Subscriber under federal or state securities law. If any answers provided or background documentation required under this Agreement is found to be false, forged, or misleading, the Subscriber understands that the SPV may require the Subscriber to fully redeem.

11. Confidentiality.

(a) The Subscriber hereby agrees to keep confidential and not to disclose without the prior written consent of the SPV any information with respect to the SPV and its Agents, the SPV's investments, or the Tokens. The Subscriber acknowledges and agrees that (i) such information may contain trade secrets and or other proprietary information and (ii) disclosure of such information to third parties is not in the best interest of the SPV or its Agents or the Tokenholders.

(b) The Subscriber hereby represents and warrants that, except as previously disclosed to the SPV in writing, (i) the Subscriber is not subject to any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree requiring the Subscriber to disclose any information or materials relating to any of the SPV or its Agents, the SPV's investments, or the Tokens to any person(s) and (ii) the Subscriber is not required by any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree or any agreement or contract to obtain any consent or approval prior to agreeing to be bound by the confidentiality covenant set forth in the Offering Materials.

(c) The Subscriber hereby agrees that it will not use any information with respect to the SPV and its Agents, the SPV's investments, or the Tokens for any purpose other than monitoring and evaluating the Subscriber's investment in the Tokens.

(d) Any information provided to a person at the Subscriber's direction or request shall be treated for purposes hereof and for purposes of the Offering Materials as instead having been provided to such person by the Subscriber, and such deemed disclosure by the Subscriber shall be subject to all of the limitations and other provisions in the Offering Materials relating to confidential information.

(e) Notwithstanding anything to the contrary in this Agreement, nothing contained herein shall prohibit any person from reporting possible violations of law or regulation to any governmental agency or entity, including the United States Department of Justice, the United States Securities and Exchange Commission, the United States Congress or any United States Inspector General, or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation.

12. Amendments and Waivers. This Agreement may be amended or terminated, and any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the Subscriber's written consent and the written consent of the SPV. To the fullest extent permitted by law, failure by any party hereto to exercise any right or remedy under this Agreement, or delay by any party hereto in exercising the same, shall not operate as a waiver. To the fullest extent permitted by law, no waiver by the SPV shall be effective unless it is in writing and signed by the SPV.

13. Survival.

(a) In the event that this subscription is accepted, the Subscriber agrees that the acknowledgements, representations, warranties, and agreements set forth in this Agreement and in the Investor Questionnaire (i) shall survive the acceptance of this subscription, any investigation at any time made by or on behalf of the SPV or its Agents, and the issue and sale of Tokens, any transfer, redemption, or other disposition of the Tokens, and any termination of the SPV, (ii) be deemed repeated and reaffirmed by the Subscriber to the SPV as of each date that the Subscriber is required to make a subscription or payment to, or receive a distribution (including dividend payment) from, the SPV, and (iii) be relied upon by the SPV and its Agents. The Subscriber agrees to notify the SPV promptly in writing if there is any change with respect to any of the information or representations and warranties contained herein.

(b) The representations, warranties, and covenants made by each Selling Tokenholder and each Secondary Purchaser pursuant to Section 8 shall survive the consummation of the applicable Secondary Transfer.

(c) The indemnification obligations set forth in Section 14 (including those relating to Secondary Transfers) shall survive any Transfer, redemption, or other disposition of the Tokens and shall not be affected by any investigation at any time made by or on behalf of any Indemnified Party or any other person.

14. Indemnification. The Subscriber understands that the information provided herein will be relied upon by the SPV and its Agents for the purpose of determining the Subscriber's eligibility to purchase Tokens. The Subscriber agrees to provide, if requested, any additional information that may reasonably be required to determine the Subscriber's eligibility to purchase Tokens. To the fullest extent permitted by law, the Subscriber covenants and agrees to indemnify, defend and hold harmless the SPV and its Agents, and their respective officers, partners, members, and shareholders, and each other person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act (each, an "*Indemnified Party*"), from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) arising out of or based upon (i) any false representation or warranty made by the Subscriber, or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber, in this Agreement or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction; or (ii) any action for securities law violations instituted by the Subscriber which is finally resolved by a judgment adverse to the Subscriber.

In addition to the foregoing, in connection with any Secondary Transfer: (A) each Selling Tokenholder agrees to indemnify, defend and hold harmless the SPV and its Agents, each Secondary Purchaser (and its officers, directors, partners, members, shareholders, employees, agents, and representatives), and each other Tokenholder from and against any and all loss, liability, claim, damage and expense whatsoever (including reasonable attorneys' fees and expenses) arising out of or based upon any breach of, or inaccuracy in, any representation, warranty, or covenant made by such Selling Tokenholder pursuant to this Agreement in connection with such Secondary Transfer, and (B) each Secondary Purchaser agrees to indemnify, defend and hold harmless the SPV and its Agents, each Selling Tokenholder (and its officers, directors, partners, members, shareholders, employees, agents, and representatives), and each other Tokenholder from and against any and all loss, liability, claim, damage and expense whatsoever (including reasonable attorneys' fees and expenses) arising out of or based upon any breach of, or inaccuracy in, any representation, warranty, or covenant made by such Secondary Purchaser in this Agreement in connection with such Secondary Transfer.

The Subscriber also agrees to indemnify each Indemnified Party for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Subscriber's assertion of lack of proper authorization from the Beneficial Owner to enter into this Agreement or perform the obligations hereof.

Each Indemnified Party is an intended third party beneficiary hereof. The remedies provided in this Section shall be cumulative and shall not preclude the assertion by any Indemnified Party of any other rights or seeking any other remedies against the Subscriber.

15. **Communications to Subscriber.** The Subscriber represents, warrants, and agrees that by providing the SPV with an e-mail address, Subscriber consents to the receipt of statements, reports, and other communications (including but not limited to net asset value information, subscription and withdrawal activity, tax statements and audited financial statements) relating to the SPV and Subscriber's investment in the SPV in electronic form. Subscriber represents that Subscriber has accessed this Agreement as an Adobe PDF document and understands Adobe PDF will be the format in which tax statements will be provided. By consenting to electronic receipt of communications, Subscriber acknowledges that e-mails and other electronic communications from the SPV and its Agents may be accessed by recipients other than the Subscriber and may be interfered with, may contain computer viruses or other defects, and may not be successfully replicated on other systems. None of the SPV or its Agents give any warranties in relation to these matters. Subscriber represents and warrants that Subscriber has all necessary hardware and software necessary to access, print and retain the electronic statements, reports and other communications

16. **Binding Nature.** Upon Acceptance and issuance of Tokens, the Subscriber will become a Tokenholder and be bound by the terms of the Articles. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors,

administrators, successors, legal representatives and permitted assigns. The Subscriber's obligations, and the Subscriber's agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon the Subscriber and the Subscriber's heirs, executors, administrators and successors.

17. **Entire Agreement.** This Agreement, together with the Articles, the Memorandum and any exhibits or annexes hereto of which this Agreement is a part, and together with any side letters or similar agreements that may be entered into between the parties hereto pursuant to the Articles, the Memorandum and this Agreement, constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings of the parties related hereto. To the extent provisions of the Articles conflict with the provisions of this Agreement, the provisions of the Articles shall control.

For the avoidance of doubt, with respect to any Secondary Transfer, any seller-side or purchaser-side certifications, confirmations, or consents that a Tokenholder executes or accepts through the SPV's or its designee's online portal (including click-through or checkbox acceptance) are hereby incorporated by reference into, and deemed part of, this Agreement as of the date of such acceptance and solely with respect to such Secondary Transfer.

18. **Representation by Counsel.** The Subscriber understands that Chapman and Cutler LLP and Croke Fairchild Duarte & Beres LLC have acted as counsel to the Servicer and Streamex in connection with this offering of Tokens and that Walkers has acted as Cayman Islands counsel (only) to the SPV. The Subscriber also understands that, in connection with this offering of Tokens and subsequent advice to the Servicer and Streamex, Chapman and Cutler LLP, Croke Fairchild Duarte & Beres LLC, and Walkers and other, future counsel will not be representing Tokenholders, including the Subscriber, and no independent counsel has been retained to represent investors in the SPV.

The Subscriber further acknowledges and agrees that the representation by Chapman and Cutler LLP and Croke Fairchild Duarte & Beres LLC of the Servicer and Streamex, and Walkers representation of the SPV, is limited to specific matters as to which it has been consulted by the SPV, the Servicer, Streamex, and/or their affiliates. There may exist other matters which could have a bearing on the SPV, the Servicer, Streamex, or their affiliates as to which it has not been consulted. In addition, none of Chapman and Cutler LLP, Croke Fairchild Duarte & Beres LLC, Walkers, or any other counsel ("*Counsel*") will monitor the compliance of the Servicer and its affiliates with the investment program, valuation procedures and other guidelines set forth in the Memorandum, nor does it monitor compliance with applicable laws. In preparing the Memorandum, Chapman and Cutler LLP and Walkers rely upon information furnished to it by the SPV, the Servicer, Streamex, and/or their affiliates, and do not investigate or verify the accuracy and completeness of information set forth therein concerning the SPV, the Servicer, Streamex, and their affiliates and personnel.

19. **Power of Attorney.** The Subscriber hereby irrevocably constitutes, appoints and empowers the SPV and the Servicer and each of their respective duly authorized officers, managers, successors and assignees, with full power of substitution and re-substitution, as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute, certify, acknowledge, file, record and swear to all instruments, agreements and documents necessary or advisable to carrying out the following:

(a) any filings required to be made in any jurisdiction;

(b) the Articles and/or any and all amendments to the Articles that may be permitted or required by the Articles or the Companies Act (as amended) of the Cayman Islands, including, without limitation, amendments required to effect the admission of additional or substituted Tokenholders pursuant to and as permitted by this Agreement or to revoke any admission of a Tokenholder which is prohibited by this Agreement;

(c) any notice or certificate required by reason of the termination of the SPV;

(d) any application, certificate, report or similar instrument or document required to be submitted by or on behalf of the SPV to any governmental or administrative agency or body, to any securities exchange, board of trade, clearing corporation or association or to any self-regulatory organization or trade association;

(e) one or more subscription agreements (or other agreements or documents) on behalf of such SPV between the SPV and any person (a "*New Tokenholder*") being admitted by to the SPV (or such other parties as may be appropriate) in such form and on such terms and conditions as the SPV considers in its absolute discretion necessary or appropriate, including reference to the Articles and its novation and agreeing and covenanting with such New Tokenholder on behalf of such Tokenholder that the Tokenholder will from the effective date of such subscription agreement or agreements comply with and observe the terms of the Articles; and

(f) all other instruments that may be required or permitted by law to be filed on behalf of the Articles and that are not inconsistent with the Offering Materials;

This power of attorney is intended to secure a proprietary interest and, in addition, the obligations of the relevant Subscriber, shall be irrevocable, shall survive any Subscriber's death, disability or incapacity, shall be deemed given by each and every assignee and successor of each Subscriber and may be exercised by the SPV, the Servicers, and their agents by listing on, or attaching a list thereto of, any or all of the names of the Subscribers and executing such amendments, certificates, instruments and other documents with the signature by or on behalf of the SPV or the Servicer, as attorney-in-fact for all of the persons whose names are so listed.

20. Assignability. To the fullest extent permitted by law, this Agreement is not transferable or assignable, in whole or in part, by any party hereto except as may be expressly provided herein and permitted under the Articles.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands. Each of the parties to this Agreement irrevocably agrees that the courts of the Cayman Islands shall have non-exclusive jurisdiction to hear and determine any claim, suit, action or proceeding, and to settle any disputes, which may arise out of or are in any way related to or in connection with this Agreement, and, for such purposes, irrevocably submits to the non-exclusive jurisdiction of such courts.

22. Severability of Provisions. If any provision of this Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. Any provision hereof which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions hereof, and to this extent the provisions hereof shall be severable.

23. **Counterparts; Signatures.** This Agreement may be executed through the use of separate signature pages or in any number of counterparts. The counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all parties do not execute the same counterpart. Signatures may be exchanged via facsimile, electronic mail, electronic signature, and signatures so exchanged shall be binding to the same extent as if original signatures were exchanged.

    Without limiting the foregoing, a Tokenholder's affirmative acceptance of this Agreement or any certification, confirmation, or consent presented through the SPV's or its designee's online portal (including by clicking an acceptance button, checkbox, or similar click-through mechanism) constitutes such Tokenholder's valid, binding electronic signature and agreement, and the SPV's or its designee's electronic records of such acceptance shall be admissible and conclusive evidence of such execution and agreement, to the maximum extent permitted by applicable law.

24. **Descriptive Headings**. The descriptive headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.

25. **Arbitration**. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will be determined by arbitration. The location of the arbitration will be in New York, New York. The arbitration will be administered by the Judicial Arbitration and Mediation Services (JAMS) pursuant to its Comprehensive Arbitration Rules and Procedures. Disputes will not be resolved in any other forum or venue. The parties agree that any arbitration will be conducted by a sole arbitrator who is experienced in dispute resolution regarding the securities industry. Pre-arbitration discovery will be limited to the greatest extent provided by the rules of JAMS, the arbitration award will not include factual findings or conclusions of law, and no punitive damages will be awarded. Notwithstanding any other rules, no arbitration proceeding brought against the SPV or its Agents will be consolidated with any other arbitration proceeding without the SPV's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in the county and state in which the SPV maintains its principal office at the time the award is rendered, or in any other court having jurisdiction. The arbitrator will, 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. **NOTICE: By becoming a party to this Agreement, each party is agreeing to have all disputes, claims or controversies arising out of or relating to this Agreement decided by neutral binding arbitration, and is giving up any rights it might possess to have those matters litigated in a court or jury trial. By becoming a party to this Agreement, each party is giving up its judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If any party refuses to submit to arbitration after agreeing to this provision, that party may be compelled to arbitrate under federal or state law. By becoming a party to this Agreement, each party confirms that its agreement to this arbitration provision is voluntary.**

26. **Further Assurances**. The Subscriber shall from time to time execute and deliver all such further documents and do all acts and things as the SPV and its Agents may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

27. **Third Party Rights.** A person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement except that each Indemnified Party and each Additional Indemnified Party may in their own right enforce Section 5 and Section 14 (as applicable) of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act, 2014, as amended, modified, re-enacted or replaced.

Notwithstanding any other term of this Agreement, the consent of any person who is not a party to this Agreement (including, without limitation, any Indemnified Party or Additional Indemnified party) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

28. **Waiver of Rights.** The Subscriber agrees that it shall not file a petition or commence any case, proceeding, proposal or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, arrangement in the nature of insolvency proceedings, adjustment, winding-up, liquidation, dissolution, composition or analogous relief (or continuation thereof) with respect to the SPV or the debts of the SPV generally, or in connection with the SPV's suspension of any of the calculation of net asset value or the Subscriber's right to receive distribution proceeds.

29. **Electronic Transactions Act.** The Subscriber acknowledges that Sections 8 and 19(3) of the Electronic Transactions Act (as amended) of the Cayman Islands shall not apply to any notice or communication under or in connection with this Agreement. Notwithstanding the foregoing, nothing in this Section shall limit or impair the validity, enforceability, or admissibility of electronic signatures, electronic records, or click-through acceptances expressly permitted under this Agreement or the Memorandum, each to the maximum extent permitted by applicable law.

30. **Force Majeure; Technology Risks**. The Subscriber acknowledges and agrees that the SPV and its Agents shall not be liable for any delay, failure, or interruption in the performance of their obligations under this Agreement or the Offering Materials, including any delay in the issuance, transfer, or settlement of Tokens, to the extent caused by circumstances beyond their reasonable control, including: (a) acts of God, war, terrorism, civil unrest, pandemics, epidemics, or natural disasters; (b) failures, disruptions, or congestion of blockchain networks, distributed ledger technology, or related infrastructure (including network forks, protocol changes, or consensus failures); (c) smart contract vulnerabilities, bugs, exploits, or failures, whether or not such vulnerabilities were known or reasonably discoverable at the time of deployment; (d) loss, theft, compromise, or unauthorized access to private keys, wallet credentials, or cryptographic materials, whether affecting the SPV, its Agents, or any third-party custodian or service provider; (e) cyberattacks, hacking, ransomware, denial-of-service attacks, or other malicious interference with technology systems; (f) failures or interruptions in internet connectivity, cloud services, data centers, or other technology infrastructure; (g) regulatory actions, court orders, or governmental directives that prevent or delay performance; or (h) failures of third-party service providers, custodians, exchanges, alternative trading systems, or wallet providers. The Subscriber further acknowledges that the SPV's use of blockchain technology and smart contracts involves inherent risks, including the risk of total loss of Tokens due to the circumstances described above, and the Subscriber assumes all such risks. This Section 30 shall not limit the SPV's obligation to use commercially reasonable efforts to resume performance as soon as practicable following the cessation of any force majeure event.

[*Signatures on following page*.]

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

TO BE COMPLETED BY THE SUBSCRIBER

The undersigned has executed this Agreement as a deed

____
Name of Subscriber (please print)

____
Signature of Authorized Signatory[1]

____
Title of Authorized Signatory (if any)

____
Date

____
Signature of Authorized Signatory

____
Title of Authorized Signatory (if any)

____
Name of Witness (please print)

____
Signature of Witness

[1] If the Subscriber is an IRA or a self-directed pension plan or this Agreement is being executed by a directed trustee, the custodian or trustee of the Subscriber executes this Agreement and the fiduciary who directed the IRA's or pension plan's investment in the SPV is required to execute the Additional Representation attached hereto.

(IRA OR SELF-DIRECTED PENSION PLAN OR BY A DIRECTED TRUSTEE ONLY)
ADDITIONAL REPRESENTATION WITH RESPECT TO INVESTMENT

If the Subscriber is an IRA or a self-directed pension plan or this Agreement is being executed by a directed trustee, the individual who established the IRA or the person who directed the pension plan's investment in the SPV, as the case may be: (i) has directed the custodian or trustee of the Subscriber to execute this Agreement on the line set forth above for Authorized Signatory; (ii) has exclusive authority with respect to the decision to invest in the SPV; and (iii) has signed below to indicate that he or she has reviewed, directed and certifies to the accuracy of the representation and warranties made by the Subscriber herein.

____
Name

____
Signature

Name and Address of Custodian/Trustee
and Contact Individual:

____

____

____

Account or Other Reference Number:

____

Custodian's/Trustee's Tax I.D. Number:

____

APPENDIX 1 – IN-KIND CONTRIBUTION OFFER

Streamex Ltd.

To Whom It May Concern:

The undersigned subscriber (the "*Subscriber*") hereby irrevocably offers to Streamex Ltd. (the "*SPV*"), to make an in-kind contribution of the following asset(s):

Name of Asset	**Quantity of Asset**

If the Subscriber is offering to contribute digital assets, the Subscriber intends to make the contribution from:

☐ Subscriber's hardware ledger ("*Ledger*"); OR
☐ Subscriber's account at a third-party exchange ("*Account*"), and if so, the name of that exchange:

____.

The Subscriber understands and agrees that, by submitting this Appendix, Subscriber is irrevocably subscribing for Tokens equal to the value of the assets (minus Token Creation Costs and other costs and expenses) listed above (valued in accordance with "Valuation", below), subject to the terms and conditions set forth of the Offering Materials.

The Subscriber further understands that the SPV may reject any proposed in-kind contribution. In-kind contributions should be made through the Streamex portal, at https://www.streamex.com. Subscriber acknowledges that subscription amounts will be credited to the SPV on the Subscription Date immediately following the completion of all subscription requirements before the relevant Subscription Deadline, except as provided by the SPV.

Process

The SPV has processes for the in-kind contribution of assets. By offering to make an in-kind contribution, Subscriber hereby agrees to fully and honestly comply with all requests of the SPV and its Agents.

Valuation

The Subscriber understands that prior to the relevant Subscription Date, the Servicer will value the Subscriber's in-kind contributions in its sole discretion and the Tokens the Subscriber receives will reflect the Servicer's valuation of such asset(s) as of the Subscription Deadline, regardless of (x) the valuation of such asset(s) by the contributing Subscriber and/or (y) the value of such asset(s) when they were sent to the SPV. As a result, changes in relative value of the asset(s) against the U.S. dollar may result in the Subscriber receiving fewer (or more) Tokens than what would have been received if there wasn't processing timing between the date the assets were sent to the SPV and the date Tokens are issued. The Subscriber acknowledges and agrees that all of the risks of the contributed assets will be borne directly by the Subscriber during the period from when such assets are contributed to the SPV and the applicable Subscription Date when the Tokens are issued. The Servicer's valuation of in-kind contributions is final and binding on all Subscribers.

Certain Tax Matters

The Subscriber should consult with its own tax advisor before making an in-kind contribution. The Subscriber understands and agrees that any in-kind contribution of property other than cash to the SPV will require them to recognize a capital gain at the time of transfer if the property has appreciated in value. This gain is calculated as the difference between the valuation of the in-kind contributions, as determined by the Servicer, and the Subscriber's adjusted basis in the property. Gain recognition occurs irrespective of how the SPV subsequently uses the property and must be recognized outside of the SPV for tax purposes. The Subscriber acknowledges and agrees it is the Subscriber's responsibility to report such gain in the tax year in which the transfer occurs.

Following this recognition of gain, the SPV will adopt a tax basis in the contributed property equal to the valuation determined by the Servicer. The SPV will adhere to standard tax rules under IRC Section 704(c). By proceeding with the in-kind contribution, the Subscriber acknowledges their understanding of these tax implications and agrees to provide any necessary documentation to support the valuation and basis of the contributed property as required by the SPV or applicable tax laws.

Subscriber Representations and Warranties

The Subscriber represents and warrants to the Indemnified Persons and to the Administrator that: (i) the Subscriber owns the assets that are proposed to be contributed in-kind (the "*Contributed Assets*") free and clear of all liens, claims, and encumbrances, (ii) when contributed, the Contributed Assets will be freely tradeable under applicable law, (iii) the Subscriber has obtained all of the necessary consents (if any) required to contribute the Contributed Assets and such contribution is consistent with all agreements and applicable law to which the Subscriber and the Contributed Assets are subject, and (iv) if the Contributed Assets are digital assets, neither the Subscriber nor any of its control persons are aware of material defects with, or any hacks of, or ransomware affecting, the digital asset protocol (and this subsection (iv) is specifically *not* Excluded Information (as defined below) and is material to the SPV's determination regarding whether to accept the Contributed Assets), unless previously disclosed to the SPV.

If the Contributed Assets are digital assets, the Subscriber further represents and warrants, after due inquiry, that:

1. Subscriber's Ledger or Account (as the case may be) has always been under Subscriber's ownership and control.
2. No natural person that either (i) knows, as the case may be, the private key to Subscriber's Ledger or the access information to Subscriber's Account or (ii) has contributed assets to the wallet (i) appears on the Specially Designated Nationals and Blocked Persons List maintained by OFAC or the Annex to Executive Order 13224 issued by the President of the United States, each as amended from time to time; (ii) is resident in or, if an entity, organized or chartered under the laws of a jurisdiction that (A) has been designated by the Secretary of the United States Department of the Treasury as warranting special measures due to money laundering concerns, (B) has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member, if the United States has concurred in such designation, (C) is subject to trade or economic sanctions administered and/or enforced by OFAC, or (D) is otherwise a party

with which the SPV is prohibited to deal under the laws of the United States; or (iii) is subject to economic or trade sanctions administered and enforced by OFAC.

3. No assets of Subscriber's Ledger or Account (as the case may be) have, at any time, been derived from, or commingled with assets from, any unlawful or criminal activities.

In making the in-kind contribution, Subscriber is not attempting to evade federal, state, local or international laws, including anti-money laundering, anti-terrorist financing, or sanctions regimes (e.g., the Bank Secrecy Act, the PATRIOT Act, or the Specially Designated Nationals and Blocked Persons List maintained by OFAC or the Annex to Executive Order 13224 issued by the President of the United States).

Each of the Subscriber and the SPV acknowledges that neither the other party nor any of that party's affiliates, nor any of its or their personnel or agents (collectively, as respect to the other party, the "*Released Persons*") is acting as a fiduciary or financial or investment advisor to the other with respect to this transaction, and has not given the other party any investment advice, opinion, or other information with respect to this transaction. Additionally, each party acknowledges that (x) the Released Persons currently may have, and later may come into possession of, information with respect to the Contributed Assets that is not known to the other party and that may be material to the value of the Contributed Assets (collectively, the "*Excluded Information*"), (y) the Subscriber has determined to contribute, and the SPV has determined to accept, the Contributed Assets, notwithstanding the lack of knowledge of the other party's Excluded Information, and (z) neither party and none of the Released Persons shall have any liability to the other party, and each party irrevocably waives and releases any claims that that party might have against the other party and its Released Persons, whether under applicable securities laws or otherwise, with respect to the nondisclosure of that party's Excluded Information. Each party understands that the other party will rely on the accuracy and truth of the foregoing representations, and each party hereby consents to such reliance.

<u>Miscellaneous</u>

Subscriber agrees to cooperate with the SPV and its Agents, and to execute such documents and instruments as may be requested by them, to effect the contribution of the Contributed Assets.

This Appendix is an express part of Subscriber's subscription documents, and subject to all terms and conditions therein. In the event of a conflict between the rest of Subscriber's subscription documents and this Appendix, this Appendix shall control.

Subscriber understands that the Indemnified Parties and the Administrator will rely on this Appendix and is material to their determination as to whether to accept the Contributed Assets.

APPENDIX 2 – PURCHASER REPRESENTATIVE LETTER

Re: Streamex Ltd.
Offering of Interests

To: ____________________________
(Name of Subscriber)

You have requested that the undersigned act as your purchaser representative, as the term is defined in Regulation D of the General Rules and Regulations under the Securities Act of 1933, as amended, in connection with the evaluation of the merits and risks of a prospective investment by you in the Streamex Ltd. (the "*SPV*"). Before you acknowledge the undersigned as your purchaser representative by signing below, please be advised of the following:

1. The following is a description of all material relationships between (a) the undersigned purchaser representative and the affiliates of the undersigned and (b) the SPV, the Servicer, Streamex, and their affiliates that now exist or are mutually understood to be contemplated or that have existed at any time during the previous two years, and all compensation received or to be received as a result of such relationships. (If there are no such relationships or compensation answer "none"): ____
____
____

2. The following is my present occupation:
____

3. The following is my knowledge and experience with respect to my ability to evaluate the merits and risks of investing in a private placement of interests in a limited partnership:
____
____
____

4. I am not an affiliate of the SPV or any of its affiliates. I have the necessary knowledge and experience in financial and business matters so that I am capable of evaluating the merits and risks of an investment in a private placement of interests in a limited partnership of the type described in the Private Placement Memorandum issued by the SPV.

____
Name of Purchaser Representative

____
Signature

____
Address and Telephone Number

____

APPENDIX 3 – ANTI-MONEY LAUNDERING SUPPLEMENT

[PROVIDED SEPARATELY]