

**WAYMARK CAPITAL, LLC, DATAMINR SERIES  
SUBSCRIPTION AGREEMENT**

**To: Waymark Capital, LLC, Dataminr Series**

**To: Waymark Capital GP, LLC**

This subscription agreement ("Subscription Agreement"), dated as of the date set forth on the signature page below, is made by the undersigned (referred to herein as, the "Subscriber") and accepted, in whole or in part, by Waymark Capital GP, LLC (the "Managing Member"), acting on behalf, and as managing member, of Waymark Capital, LLC, Dataminr Series (the "Series"), a registered series of Waymark Capital, LLC, a Delaware series limited liability company (the "Waymark Capital").

1. Subscription for an Interest. By their signature to this Subscription Agreement, the undersigned Subscriber hereby irrevocably subscribes for a limited liability company interest in the Series in the amount set forth on the signature page below (such amount, the "Subscription Amount"). Each such interest in the Series shall be referred to as an "Interest." Capitalized terms used but not defined herein shall be given the meaning assigned to such terms in the Series Supplement to the Amended and Restated Limited Liability Company Agreement of Waymark Capital, LLC (the "Series Supplement Agreement") to Waymark Capital's limited liability company capital agreement (as amended, restated, and supplemented from time to time, the "LLC Agreement").

2. Representations, Warranties and Acknowledgements of Subscriber. As an inducement to Waymark Capital GP, LLC (the "Managing Member"), acting on behalf of the Series, to sell Subscriber the Interest for which Subscriber has subscribed, Subscriber hereby represents and warrants to the Series and the Managing Member as follows:

(a) The Subscriber (i) has received and carefully reviewed the Series Supplement Agreement and LLC Agreement and (ii)(x) if an individual, is over 21 years old and is legally competent to execute this Subscription Agreement and perform its obligations hereunder and under the Series Supplement Agreement or (y) other than a natural person, is duly organized, formed or incorporated, as the case may be, and validly existing and in good standing, under the laws of its jurisdiction of organization, formation or incorporation, and has all requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement, the Series Supplement Agreement, and all other instruments, documents, and agreements required to complete its subscription in the Series, including but not necessarily limited to the Subscriber Eligibility Questionnaire and the Anti-Money Laundering Questionnaire (collectively, the "Subscription Documents"), and to subscribe for and purchase an Interest hereunder. For Subscribers other than natural persons, the entity has not been formed for the specific purpose of acquiring the Interest. Once a member of the Series, Subscriber shall be deemed a "Member" of the Series.

(b) The execution, delivery and performance by the Subscriber of this Subscription Agreement and the Subscription Documents are within the power and authority of the Subscriber, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling or regulation of any court or other tribunal

or of any governmental commission or agency, or any agreement or other undertaking, to which the Subscriber is a party or by which the Subscriber or its property is bound, and, if the Subscriber is not an individual, will not violate any provisions of the constitutional documents of the Subscriber. The Subscriber further represents and warrants that these Subscription Documents constitute a legal, valid and binding obligation of the Subscriber, enforceable in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) Subscriber is (i) an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act") or not a "U.S. Person" as such term is defined in Rule 902(k) of Regulation S promulgated under the Securities Act, and (ii) a "qualified purchaser" as that term is defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended (the "Investment Company Act").

(d) Subscriber has carefully reviewed the LLC Agreement, this Subscription Agreement, and the Subscription Documents, and understands the various risks of an investment in the Series. Subscriber is a sophisticated investor with such knowledge and experience in financial and business affairs and is capable of evaluating the merits and risks of purchasing, and other considerations relating to, the Interest. In connection with its subscription for the Interest, Subscriber acknowledges that no representations, warranties or agreements have been made to Subscriber and Subscriber has not relied upon any representations, warranties or agreements, other than those set forth in this Subscription Agreement and the Series Supplement Agreement. Subscriber understands that an investment in the Series is speculative, Subscriber has no need for liquidity in its investment in the Series, and Subscriber can afford to bear the risks of an investment in the Series, including the risk of losing Subscriber's entire investment.

(e) Subscriber has been provided an opportunity to ask questions of, and has received answers thereto satisfactory to it, from the Managing Member regarding the terms and conditions of the offering of the Interests, and Subscriber has been furnished any and all additional information regarding the Series and Interests as it deems necessary in order to evaluate an investment in the Series, including without limitation the term sheet summarizing the Interests and the risks attendant to an investment thereof (the "Term Sheet"). Subscriber is not relying on the Series, the Managing Member, or the Investment Manager or any of their partners, members, officers, counsel, agents or representatives for legal, investment or tax advice for legal, investment, or tax advice.

(f) Subscriber understands and acknowledges that the Interests have not been approved or disapproved by the U.S., Securities and Exchange Commission (the "SEC"), by the securities regulatory authority of any State, or by the securities regulatory authority of any other jurisdiction, nor have any such securities regulatory authorities or the SEC passed upon the accuracy or adequacy of this term sheet.

(g) Subscriber understands and acknowledges that the Interests have not been registered under the Securities Act, the Blue Sky laws of state, or under the securities or similar laws of any other jurisdiction, and are being offered and sold in reliance on exemptions from the registration requirements of the Securities Act and such other laws. Further, Subscriber understands and acknowledges that an offer to sell, transfer, pledge or hypothecate of the Interests is unlawful unless made pursuant to an effective registration statement under the Securities Act and similar laws of each applicable jurisdiction, or unless an exemption from registration under the Securities Act and similar laws of each applicable jurisdiction is available. In addition, Subscriber understands and acknowledges that the Interests cannot be transferred or assigned except in certain limited circumstances, and then only with the consent of the Managing Member, which may be withheld in the sole discretion of the Managing Member, as set forth in the Series Supplement Agreement. If Managing Member gives its written consent to allow Subscriber to transfer its Interest, such transfer shall still be subject to a registration statement or exemption therefrom under the Securities Act and the state securities laws applicable thereto.

(h) Subscriber has not been furnished any offering material other than the Series Supplement Agreement, the Term Sheet and items delivered pursuant to sub-section (e) above. Subscriber has relied only on the information in the Series Supplement Agreement in determining to subscribe for an Interest. Subscriber is not relying on the Series, the Managing Member, or any of their affiliates, directors, officers or employees with respect to the tax and other economic considerations involved in this investment.

(i) Subscriber is not subscribing for an Interest as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine, website or similar media or broadcast over television, radio or internet, or presented at any seminar or general meeting, or any solicitation by a person not previously known to Subscriber in connection with investments generally.

(j) Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page. If the Subscriber is an entity, the address shown on the signature page hereto is the address for the principal place of business for such entity.

(k) Subscriber agrees to notify the Managing Member immediately if Subscriber becomes a "benefit plan investor" (as such term is defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA")).

(l) Subscriber represents and warrants that all of the information Subscriber has provided to the Managing Member in connection with this Subscription Agreement and the Subscription Documents is true and correct.

(m) Subscriber acknowledges that the Series is subject to certain legal requirements that require the Series to verify the source of funds paid to the Series by the Subscriber and/or the identity of the Subscriber and persons associated with the Subscriber. The

Subscriber agrees to provide such information and materials as may from time to time be requested by the Series for such purposes.

(n) The Subscriber hereby acknowledges that the Series seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of such efforts, the Subscriber hereby represents, warrants and agrees that to the best of the Subscriber's knowledge based upon reasonable diligence and investigation: (i) none of the funds that the Subscriber has contributed or will contribute to the Series has been or shall be derived from, or related to, any activity that is deemed criminal under United States law; (ii) no funds that the Subscriber has contributed or will contribute to the Series shall cause the Series, the Managing Member or the Investment Manager to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, or any other applicable law or regulation related to money laundering or similar activities to which the Series, the Managing Member or the Investment Manager may from time to time be subject, including without limitation the United States International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 and regulations thereunder; and (iii) none of (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; or (3) any shareholder, partner or other beneficial owner of equity interests in the Subscriber (each, a "Beneficial Owner") (x) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), or is otherwise a party with which the Series is prohibited to deal under the laws of the United States and (y) is not a Prohibited Investor (as such term is defined and used in the Anti-Money Laundering Questionnaire).

(o) The Subscriber further represents and warrants that the monies used to fund its investment in the Series are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, (i) any jurisdiction under a U.S. embargo enforced by OFAC, (ii) that has been designated as a "non-cooperative jurisdiction or territory" by the Financial Action Task Force on Money Laundering ("FATF"), or (iii) that has been designated by the U.S. Secretary of the Treasury as a "primary money laundering concern."

(p) The Subscriber represents that in the event that it is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a "Non-U.S. Bank") in connection with Subscriber's investment in the Interests, such Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities; (ii) employs one or more individuals on a full-time basis; (iii) maintains operating records related to its banking activities; (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities; and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(q) Subscriber understands and agrees that withdrawal proceeds paid to Subscriber, if any, will be paid to the same account from which Subscriber's investment in the Series was originally remitted, unless the Managing Member, in its discretion, agrees otherwise.

(r) To the extent Subscriber is subscribing for an Interest on behalf of one or more Beneficial Owners, it is making the representations herein on behalf of such Beneficial Owners and agrees that it will make available such information and any additional information requested by the Series or the Managing Member that is required under applicable regulations, to the extent permitted by applicable law.

(s) Subscriber is acquiring the Interest for its own account as principal, for investment purposes only, and not with a view to or for the resale or distribution thereof in violation of the Securities Act.

(t) Either (1) Subscriber is not an entity that is treated as a partnership, grantor trust, or S corporation for U.S. federal income tax purposes, or (2) the Subscriber is such an entity but (i) less than 65% of the Subscriber's value will be attributable to the Subscriber's Interest to be acquired by the Subscriber pursuant to this Subscription Agreement and (ii) permitting the Series to satisfy the 100-partner limitation in Section 1.7704-1(h)(1)(ii) of the Treasury Regulations is not a principal purpose of the Subscriber's beneficial owners investing in the Series through the Subscriber; provided, that if the Subscriber is unable to make either such representation, the Subscriber shall have so indicated to the Series in writing at least five Business Days prior to the date hereof and shall have provided the Series with evidence (including opinions of counsel), satisfactory in form and substance to the Series, relating to the status of the Series under Section 7704 of the Code.

(u) Subscriber covenants that it will (i) provide any form, certification or other information reasonably requested by and acceptable to the Series that is necessary for the Series (A) to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Series receives payments or (B) to satisfy reporting or other obligations under the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder, (ii) update or replace such form or certification in accordance with its terms or subsequent amendments, and (iii) 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.

(v) Subscriber agrees that it will provide to the Managing Member and the Series, upon request, such information, documents, certificates, representations and other documentary evidence as may be necessary (i) to determine the tax status of Subscriber and the identity and tax status of its direct and indirect U.S. owners, if any, and (ii) otherwise to comply with the reporting and withholding requirements of U.S. federal income tax laws and regulations and with FATCA (as defined below). Subscriber acknowledges that, if Subscriber is an intermediary or a flow-through entity, Subscriber may be required to provide such information regarding its partners, beneficiaries or owners, as the case may be. Subscriber further agrees that it will notify the Managing Member promptly and in any event within 10 days of any material changes in the information or status previously reported to the Managing Member or the Series in connection with the foregoing, including without limitation a change of address, a change of legal or tax residence or citizenship or, if Subscriber is an entity that is not a "United States person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Person"), a

change in Subscriber's direct or indirect U.S. owners, if any. If Subscriber is a Non-U.S. Person, Subscriber acknowledges that, pursuant to FATCA and notwithstanding any regular withholding exception or otherwise applicable income tax treaty, the Series generally will be required to impose a 30% withholding tax on payments of U.S.-source interest, dividends and certain other passive income allocated by the Series to Subscriber unless either (i) certain information reporting and other compliance requirements are satisfied, including the requirements described above, or (ii) Subscriber substantiates to the satisfaction of the Managing Member that Subscriber is entitled to an exemption from such withholding. Subscriber agrees that it will indemnify and hold harmless the Managing Member and the Series for any reasonable additional costs, expenses or damages to the Managing Member, the Series or any other members of the Series that result from the failure of Subscriber to comply with the requirements applicable to Subscriber under this subsection (v) or FATCA.

"FATCA" means Sections 1471 to 1474 of the Code, and any associated legislation, regulations or guidance, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with the implementation of such sections of the Code, any fiscal or regulatory legislation, rules, or practices adopted pursuant to such intergovernmental agreement, and any other similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes.

(w) Subscriber will not enter into any swap or other derivative transaction with respect to the Interests without the prior written consent of the Managing Member.

(x) In connection with Subscriber's investment in the Series, Subscriber does hereby waive any right granted in connection with the tax laws of any state or local jurisdiction to participate in any administrative proceeding of the Series for each of the taxable years in which Subscriber is a partner in the Series for the purposes of the tax laws of such state or local jurisdiction. Subscriber hereby agrees that upon request by the Managing Member, it will provide any additional information or documentation, execute any forms or other documents, and take any other action required by law to effect such a waiver.

(z) Subscriber acknowledges that the Series and the Managing Member may disclose to each other, to their respective affiliates, to any other service provider to the Series and to any regulatory body in any applicable jurisdiction to which any of the Series or the Managing Member is or may be subject, copies of Subscriber's Subscription Agreement and Subscription Documents, and any information concerning Subscriber in their respective possession, whether provided by Subscriber to the Series or the Managing Member or otherwise, including details of Subscriber's holdings in the Series, and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise.

(aa) Subscriber agrees that the foregoing representations and warranties may be used as a defense in any actions relating to the Series or the offering of the Interests, and that it is only on the basis of such representations and warranties that the Managing Member may

be willing to accept Subscriber's subscription for the Interests. Subscriber agrees to inform the Managing Member prior to, and after, the admission of Subscriber as a Member, of any changes in the information or representations provided by Subscriber in this Subscription Agreement and the Subscription Documents. The representations, warranties and agreements of Subscriber contained in this Subscription Agreement and the Subscription Documents shall survive the execution hereof and the purchase of an Interest.

(bb) Subscriber acknowledges and agrees that an Interest may not be issued to Subscriber until such time as the Managing Member has received and is satisfied with all the information and documentation requested to verify Subscriber's identity and eligibility.

(cc) If the Subscriber is a Member and would like to increase its Commitment to the Series, then a separate addendum to this Agreement will be executed and delivered by such Member and the Managing Member, which addendum will "bring down" all representations and warranties of the Member in this Subscription Agreement, including the information about the Member in the Subscription Documents. Any such addendum is subject to the acceptance, in whole or in part, by the Managing Member for any reason and such addendum will not be effective until, and only to the extent accepted by the Managing Member, if accepted.

(dd) Subscriber understands that Waymark Capital Investment Manager, LLC (the "Investment Manager") is the investment manager retained by the Series and not any investor in the Series. No communication with the Subscriber is intended to or assumes the role of an adviser to the Subscriber or as a review of their personalized investment objectives, recommendation of investments in funds tailored to such investment objectives, or a promise to monitor the Series or their interest in the Series for their personal interest other than the Subscriber's interests as one of the Members, generally.

3. Benefit Plan Investors. The Subscriber is not an "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) that is subject to Part 4 of Subtitle B of Title I of ERISA. If the Subscriber is an individual retirement ("IRA"), the person signing this Subscription Agreement has determined that the IRA's purchase and holding of an Interest in the Series will not constitute a non-exempt transaction prohibited under Section 2975 of the Code.

4. AML Compliance and Source of Funds. In connection with its representations contained herein that Subscriber is in compliance with applicable anti-money laundering laws and regulations, Subscriber is delivering herewith an Anti-Money Laundering Questionnaire. Further, the funds being used to acquire the Subscriber's Interest are the funds of the Subscriber and are not the funds of any other person or entity. Such funds have not been obtained from any activity that is or would be illegal under any applicable laws. The funds (if delivered via wire transfer) are being wired from a bank located within a member or observer state of the FATF, or (if delivered via check) are being drawn from an account held at a bank located within a FATF member or observer state. A list of FATF countries may be found at <https://www.fatf-gafi.org/countries/>. Subscriber agrees to provide any information reasonably requested by the Managing Member, in its sole discretion, including information necessary or relevant to determining compliance with the Series' anti-money laundering program and related responsibilities from time to time.

5. Suitability and Eligibility. In connection with its representations contained herein that Subscriber is an “accredited investor” under the Securities Act and a “qualified purchaser” under the Investment Company Act, Subscriber agrees as follows:

(a) Subscriber is delivering herewith a Subscriber Eligibility Questionnaire. Subscriber is a sophisticated investor and has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the merits and risks of an investment in the Series and of making an informed investment decision.

(b) All the information that Subscriber has furnished to the Managing Member in the Subscriber Eligibility Questionnaire is true, correct and complete as of the date hereof, and if there should be any material change in such information prior to Subscriber’s admission as a Member, Subscriber will immediately furnish such revised or corrected information to the Managing Member. Subscriber agrees to provide any information reasonably requested by the Managing Member in its sole discretion, to determine Subscriber’s eligibility to make an investment in, and hold, an Interest in the Series, including without limitation, Subscriber may be requested to provide a reasonably current balance sheet or other financial information of Subscriber.

6. Investment Company Act of 1940. Subscriber understands that the Series will not register as an investment company under the Investment Company Act, by reason of the provisions of Section 3(c)(1) or Section 3(c)(7) thereof. In addition, without limiting the generality of the foregoing, if Subscriber is a corporation, partnership, trust or other entity, Subscriber hereby certifies that:

(a) Subscriber was neither formed for the purpose of investing in the Series nor did or will Subscriber’s shareholders, partners, members, grantors, beneficiaries, equity owners, participants or other natural or legal constituents, as the case may be (collectively, “Constituents”), contribute additional capital for the purpose of purchasing an Interest;

(b) Subscriber’s investment in the Series is not and will not be allocated to the accounts only of certain of Subscriber’s Constituents (other than as required by law or regulation); and

(c) Subscriber’s proposed investment in the Series, together with amounts previously invested in the Series, if any, constitutes less than 40% of Subscriber’s total assets.

7. Confidentiality.

(a) Subscriber hereby covenants and agrees that it shall maintain as confidential all information concerning the Series, Waymark Capital, the Managing Member, the Investment Manager, their affiliates or any of their respective members, officers, employees, principals, agents and affiliates (collectively, the “Affiliated Parties”), or any account for which an Affiliated Party serves as general partner, manager and/or portfolio manager. Subscriber shall not disclose such information to any person, except for information that is otherwise publicly available or required to be disclosed by law; provided, that Subscriber may share such information with other Members, Subscriber’s investment advisers, beneficial owners, accountants and attorneys; provided, further, that



such other persons undertake (i) to hold such information confidential to the same extent set forth herein and (ii) not to use any such information in any manner which could reasonably be expected to be adverse to the best interests of the Series or the Managing Member. For the avoidance of doubt, without the Managing Member's written consent, Subscriber may not and will not provide information concerning the Series to any third party.

(b) Subscriber agrees that the Series and the Managing Member would be subject to potentially irreparable injury as a result of any breach by Subscriber of the covenants and agreements set forth in this Section 7, and that monetary damages would not be sufficient to compensate or make whole either the Series or the Managing Member for any such breach. Accordingly, Subscriber agrees that the Series and the Managing Member, separately or together, shall be entitled to seek equitable and injunctive relief, on an emergency, temporary, preliminary and/or permanent basis, to prevent any such breach or the continuation thereof, without first being required to post any bond or show actual damages.

8. IRS Withholding Form. Subscriber has completed, signed, and submitted along with this Subscription Agreement, an IRS withholding Form W-9, Form W-8BEN, or Form W-8BEN-E, as applicable, or such other IRS withholding form as may be agreed between Subscriber and the Managing Member. A list of all current IRS forms can be found at <https://apps.irs.gov/app/picklist/list/formsPublications.html>. Failure to submit a completed and signed IRS withholding form may result in amounts being withheld for taxes at higher rates than if Subscriber had included the correct tax form.

9. Acceptance of the Series Supplement Agreement. Subscriber, by execution of this Subscription Agreement (a) agrees that as of the date of the acceptance of Subscriber's capital commitment and Subscription Agreement (in a form acceptable to the Managing Member) by the Managing Member (regardless of when that acceptance is communicated to Subscriber) Subscriber shall become a Member; (b) acknowledges that Subscriber has received the Series Supplement Agreement; (c) agrees to each and every term of the Series Supplement Agreement; (d) agrees that Subscriber's execution of this Subscription Agreement shall constitute (for all purposes) Subscriber's execution of the Series Supplement Agreement and agreement to the terms thereof; (e) agrees to fund its capital commitment to the Series as and when indicated to the Subscriber pursuant to the terms of the Series Supplement Agreement; and (f) acknowledges that the Managing Member may rely upon Subscriber's execution of this Subscription Agreement as constituting execution of the Series Supplement Agreement and agreement to the terms thereof.

10. Use of Waymark Capital Software. Subscriber will be granted access to Waymark Capital's web portal (the "Web Portal"), [waymarkcapital.com](http://waymarkcapital.com), for purposes of accessing due diligence information relating to the Series and its investment objective and to review and sign documents and instruments relating to this Subscription Agreement and the Subscription Documents. Use of the Web Portal constitutes Subscriber's agreement to be bound by the terms and conditions contained on the Web Portal as well as in this Subscription Agreement, the Series Supplement Agreement, and the Subscription Documents, each of which is incorporated by reference, and as

may be amended from time to time. The Web Portal contains proprietary and confidential information and Subscriber acknowledges and agrees that its duty of confidentiality provided for hereunder and in the Series Supplement Agreement shall apply to its use of the Web Portal. Further, Subscriber shall keep confidential its login information to the Web Portal and shall not copy, reproduce, disseminate, or otherwise share any information pertaining to the Web Portal and the information found therein.

Subscriber is responsible for entering accurate and complete information into the Web Portal, and Subscriber hereby acknowledges and agrees that the Series and the Managing Member will rely on such information for legal and tax compliance, among other things. Subscriber hereby confirms and represents that the information entered into the Web Portal relating to Subscriber is accurate and complete, and that in the event there is a material change to any information provided to the Series and/or Managing Member by Subscriber via the Web Portal, Subscriber will promptly inform the Managing Member and provide updated information in such manner as the Managing Member shall reasonably request.

11. Irrevocability; Governing Law; Waiver of Jury Trial.

(a) Irrevocability. Subscriber hereby acknowledges and agrees that, except as otherwise provided by state securities laws, investment in the Series is an irrevocable commitment by Subscriber. Subscriber is not entitled to cancel, terminate or revoke this subscription or any of Subscriber's agreements hereunder after this Subscription Agreement has been submitted and accepted by the Managing Member (as evidenced by Managing Member's counterpart signature to this Subscription Agreement) and that this subscription and such agreements shall survive Subscriber's death, incapacity, disability or insolvency.

(b) Governing Law and Jurisdiction. This Subscription Agreement, and all matters arising out of or in connection herewith, shall be governed by and construed under the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof. Each of the Parties irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or (if such court is not available) the courts of the State of New York located in the County of New York for any action, suit, or proceeding arising out of or based upon this Subscription Agreement or any matter relating to this Subscription Agreement, and waives any objection that it may have to the laying of venue in any such court or that such court is an inconvenient forum or does not have personal jurisdiction over it.

(c) WAIVER OF JURY TRIAL. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO A TRIAL BY JURY OF ANY LAWSUIT, ACTION, PROCEEDING, CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY LAWSUIT, ACTION, PROCEEDING, CLAIM OR CAUSE OF ACTION WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12. Indemnity. In addition to the exculpation and indemnification provisions set forth in Section 6.01 of the Series Supplement Agreement, and without limiting such provisions in any way, Subscriber agrees to indemnify and hold harmless the Series, the Managing Member, their affiliates and each other person, if any, who controls or is controlled by any thereof, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon (a) any false representation or warranty or breach or failure by Subscriber to comply with any covenant or agreement made by Subscriber herein or in any other document furnished by Subscriber to any of the foregoing in connection with this transaction; or (b) any action for securities law violations instituted by Subscriber which is resolved by judgment against Subscriber.

13. Consent to Representation. Subscriber understands that Esbin & Feinmesser PLLC ("Counsel") acts as legal counsel to the Managing Member and its affiliates. Subscriber also understands that, in connection with this offering of Interests and ongoing advice to the Managing Member and its affiliates, Counsel will not be representing investors in the Series, including Subscriber, and no independent counsel has been retained to represent investors in the Series. In addition, Counsel does not undertake to monitor the compliance of the Managing Member and its affiliates with the investment program, valuation procedures and other guidelines of the Series, nor does Counsel monitor compliance with applicable laws. In preparing the Series Supplement Agreement and this Subscription Agreement, Counsel relied on information furnished to it by the Managing Member, and did not investigate or verify the accuracy or completeness of the information set forth therein concerning Waymark Capital, the Series, the Managing Member, and their affiliates and personnel. In the event that Counsel has an attorney client relationship with Subscriber in any other matter, then each of Subscriber and Managing Member, hereby waive such conflict.

14. Power of Attorney.

The Subscriber hereby constitutes and appoints the Managing Member, and its principals, as its true and lawful attorney-in-fact and agent with full power of substitution and re-substitution for the Subscriber and in the Subscriber's name, place and stead, in any and all capacities and to take any and all other actions as are authorized by the power of attorney contained in this Subscription Agreement. The power of attorney granted hereby shall be deemed an irrevocable special power of attorney, coupled with an interest, which the Managing Member may exercise for the Subscriber by the signature of the Managing Member executing any instrument with the signature of the "Managing Member as attorney-in-fact for the Subscriber." This grant of authority shall survive the death, dissolution, incompetence or incapacity of Subscriber or an assignment by Subscriber of Subscriber's Interests except that where the assignee thereof has been admitted to the Series as a substituted Member, this Power of Attorney shall survive such assignment for the sole purpose of enabling the Managing Member to execute, acknowledge and file any certificate, instrument or document necessary or appropriate to effect such substitution.

The Managing Member, as attorney-in-fact for the Subscriber, may make, execute, sign, acknowledge, swear to, record and file:

(a) the Series Supplement Agreement, and all instruments, agreements and documents, that the Managing Member deems appropriate to adopt or to reflect any changes, amendments, supplements, or other modification of the Series and/or the Series Supplement Agreement;

(b) all other documents, certificates or instruments that the Managing Member deems appropriate to carry out the business of the Series as well as to qualify, continue or terminate the Series; and

(c) all conveyances and other instruments that the Managing Member deems appropriate to effect the dissolution and liquidation of the Series.

Subscriber hereby agrees to (i) be bound by all of the representations of the attorney-in-fact, (ii) waives any and all defenses that may be available to Subscriber to contest, negate or disaffirm the actions of the attorney-in-fact or its successors under this Power of Attorney, (iii) hold harmless the Managing Member, and its successors and permitted assigns, for all actions properly taken as attorney-in-fact under this Power of Attorney, (iv) hereby ratify and confirm all acts that said attorney-in-fact may take as attorney-in-fact hereunder in all respects, as though performed by Subscriber.

15. Survival. Subscriber agrees that the agreements and covenants in this Subscription Agreement shall survive the acceptance (or rejection) of this Subscription Agreement and any subsequent withdrawal from the Series by Subscriber.

16. Counterparts. This Subscription Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement.

17. Severability. If any one or more of the provisions contained in this Subscription Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Subscription Agreement. Furthermore, in lieu of any such invalid, illegal or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Subscription Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

18. Waiver. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Subscription Agreement or to exercise any right or remedy available upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition.

19. No Third-Party Beneficiaries. Except as expressly provided herein, the parties acknowledge that by the execution of this Subscription Agreement they do not intend to create rights in any person or entity other than themselves and no such third person or entity shall be justified in relying upon any provision of this Subscription Agreement.

*[Signature page follows]*

## SIGNATURE PAGE OF SUBSCRIPTION AGREEMENT

The undersigned, the Subscriber, hereby represents that:

(a) the undersigned has carefully read and is familiar with the Subscription Agreement, the Subscription Documents, and the Series Supplement Agreement;

(b) the information contained in this Subscription Agreement, IRS Form W-9, the Subscriber Eligibility Questionnaire, the Anti-Money Laundering Questionnaire, and any additional information provided in support of the foregoing, is complete and accurate and may be relied upon; and

(c) the undersigned agrees that the execution of this signature page constitutes the execution and receipt of this Subscription Agreement.

**The undersigned agrees to notify the Managing Member promptly in writing should there be any change in any of the foregoing information.**

IN WITNESS WHEREOF, Subscriber has executed this Subscription Agreement as of the date set forth below.

Dated: \_\_\_\_\_, \_\_ 20\_\_

\_\_\_\_\_  
[Subscriber Signature]

\_\_\_\_\_  
[Subscriber Name]

**COMMITMENT AMOUNT<sup>1</sup>:** \$ \_\_\_\_\_

\_\_\_\_\_  
Social Security Number/EIN of Subscriber

Subscriber Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscriber Phone Number: \_\_\_\_\_

Subscriber Email Address: \_\_\_\_\_

Subscriber is a: ☐ Natural Person  
☐ Corporation  
☐ Partnership (LP, LLP)  
☐ Limited Liability Company (LLC)  
☐ Other Form (please specify): \_\_\_\_\_

<sup>1</sup> Unless otherwise agreed in writing by the Subscriber and the Managing Member, the entirety of the Commitment Amount is deemed to be called and funded on the date that this Subscription Agreement is accepted. Accordingly, the requirement of the Managing Member to provide a Drawdown Notice under Section 3.01(b) of the Series Supplement Agreement is waived.

The Commitment of the Subscriber: \$\_\_\_\_\_ is hereby accepted in whole or in part (such partial acceptance in the amount of \$\_\_\_\_\_), subject to the provisions of this Subscription Agreement and the Series Supplement Agreement.

Dated: \_\_\_\_\_, \_\_ 20\_\_

**WAYMARK CAPITAL, LLC, DATAMINR SERIES**

By: Waymark Capital GP, LLC, its Managing Member

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

Name:

Title: