

**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, 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, than 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____

[Name of Subscriber]

COMMITMENT AMOUNT¹: \$ _____

Social Security Number/EIN of Subscriber

Address of Subscriber:

¹ 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:

Annex 1 – Subscriber Eligibility Questionnaire

SECTION 1. SUBSCRIBER INFORMATION

1. **Total Capital Commitment Subscription Amount:** \$ _____

2. **Type of Ownership (check box(es) that apply):**

Non-Custodial Ownership (check one):

- Individual Ownership
- Joint Tenants with Rights of Survivorship – All parties must sign
- Community Property - All parties must sign
- Tenants in Common – All parties must sign
- Corporation Ownership – Authorized signature required (Include copy of corporate resolution)
- Partnership Ownership – Authorized signature required
- LLC – Authorized signature required
- Other: _____

Trust Accounts (check one): (Include Certification of Trust and Date of Trust)

- Trust – Authorized signatures required
- Currently Revocable
- Irrevocable
- Community Property (one signatory required)
- Other: _____

Custodial Ownership:

- Traditional IRA – Custodian signature required
- ROTH IRA – Custodian signature required
- Simplified Employee Pension/Trust (SEP)
- Pension or Profit-Sharing Plan – Custodian signature required
- KEOGH Plan – Custodian signature required
- Non-Qualified Custodial Account
- Other: _____

To be completed by Custodian:

Name of Custodian

Mailing Address

City, State, Zip Code

Custodian Account #

Custodian Telephone #

3. Natural Persons (Individuals, Community Property, Joint Tenants, Tenants in Common and IRAs)

Subscriber First Name: _____

Last Name: _____

Social Security Number (SSN): _____

Date of Birth: _____

Co-Subscriber(s):

First Name: _____

Last Name: _____

SSN: _____

Date of Birth: _____

First Name: _____

Last Name: _____

SSN: _____

Date of Birth: _____

4. Address of Residence: (You must include a permanent street address even if your mailing address is a P.O. Box.)

Street: _____

City: _____ State: _____ Zip Code: _____

5. Address for Delivery and Notices (if different from above - P.O. Box permitted):

Street: _____

City: _____ State: _____ Zip Code: _____

6. Phone Number:

Home Phone: _____ Mobile: _____

7. Entities (Partnerships, LLCs, Corporations and Trusts):

Name: _____

State of Formation: _____

Date of Formation: _____

EIN: _____

Trustee or Authorized Person's Signature: _____ Title: _____

SSN: _____

Co-Trustee or Co-Authorized Person's Signature: _____ Title: _____

SSN: _____

8. Address of Entity (You must include a permanent street address even if your mailing address is a P.O. Box.)

Street: _____

City: _____ State: _____ Zip Code: _____

9. Address for Delivery and Notices (if different from above - P.O. Box permitted):

Street: _____

City: _____ State: _____ Zip Code: _____

10. Phone Number:

Entity Phone: _____ Mobile: _____

11. Email Consent for All Subscribers:

- Do not contact me via email. Postal contact only.**
- I (We) prefer and authorize the Series to make available on its website all documents, reports and tax information related to the investment in the Series. Please notify me via email when such reports are available in lieu of receiving paper copies. The email address provided herein in Section 12 will be used.**

12. Authorized Email Address for Subscriber: _____

13. Identification:

- Copy of Driver's License (attached)
- Copy of Passport (attached)
- Copy of other Government-Issued Identification (attached)

For Investors who are not a U.S. Persons:

- Copy of Passport (attached)

14. The following IRS form is filled out, signed, and attached (check one):

- W-9 (for Investors who are U.S. Persons)
- W-8BEN (for Individual Investors who are not a U.S. Person)
- W-8BEN-E (for Non-Individual Investors who are not a U.S. Person)

15. Broker Dealer/Advisor Information:

Name of Registered Representative/Advisor	Name of Firm
Address of Registered Representative/Advisor	City, State, ZIP Code
Phone # of Registered Representative/Advisor	Email Address
Broker Dealer Rep ID #	
Broker Dealer Home Office Address	City, State, ZIP

16. Distributions:

Direct Deposit. My distributions should be directly deposited into my bank account (attach voided check and complete financial institution information below).

Check Mailed to Financial Institution. My distributions should be sent to my financial institution listed below (complete financial institution information below).

Check Mailed to Member. My distributions should be sent to the person or entity address set forth above.

** All Custodial accounts DEFAULT to payment to Custodian of record.

17. Financial Institution Information:

Name of Financial Institution:
Street Address:
City: _____ State: _____ Zip Code: _____
Account Type: _____
Account Number: _____
ABA Routing Number: _____

18. Signatures:

By signing below, the undersigned agrees to be bound by the terms of the Subscription Agreement, including all representations and warranties made therein, together with this Subscriber Eligibility Questionnaire and any additional Annexes, which are incorporated herein and made a part hereof.

Natural Persons

Signature: _____

Name (Print): _____

Signature (Spouse or Co-Subscriber): _____

Name (Print): _____

Signature (Co-Subscriber): _____

Name (Print): _____

Signature (Co-Subscriber): _____

Name (Print): _____

Entities

Name of Entity: _____

Signature: _____

Name, Title (Print): _____

Signature: _____

Name, Title (Print): _____

Custodial Approval

By executing this Subscriber Eligibility Questionnaire, the custodian certifies to the Series and the Managing Member that the Interests being purchased pursuant to the Subscription

Agreement are held for the benefit of the investor named in paragraph (3) of this Subscriber Eligibility Questionnaire (the “Beneficial Owner”). The custodian agrees to notify the Series promptly, but in any event within 30 days, of any changes in the name of the Beneficial Owner or the number of Interests held by the custodian for the benefit of the Beneficial Owner. The custodian confirms that the Series and the Managing Member is entitled to rely on these representations until delivery by the custodian to the Series of a written statement revoking such representations, then each Beneficial Owner (and not the custodian) will be deemed the holder of record for the Interests.

Custodian Authorized Signature: _____

Name, Title (Print): _____

SECTION 2. INVESTOR STATUS

Subscriber makes one or more of the following representations regarding Subscriber's status as an "Accredited Investor" (within the meaning of Rule 501 under the Securities Act), and has checked and signed the applicable representation:²

- (i)** If an individual, Subscriber has a net worth, either individually or upon a joint basis with Subscriber's spouse, of at least \$1,000,000, or has had an individual income in excess of \$200,000 for each of the two most recent years, or a joint income with Subscriber's spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.
- (ii)** Subscriber is an *irrevocable* trust with total assets in excess of \$5,000,000 whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.
- (iii)** Subscriber is a bank, insurance company, investment company registered under the Company Act, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the "**Exchange Act**"), a business development company, a Small Business Investment Company licensed by the United States Small Business Administration, a plan with total assets in excess of \$5,000,000 established and maintained by a state for the benefit of its employees, or a private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940, as amended.
- (iv)** Subscriber is an employee benefit plan and *either* all investment decisions are made by a bank, savings and loan association, insurance company, or registered investment advisor, *or* Subscriber has total assets in excess of \$5,000,000 *or*, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.
- (v)** Subscriber is a corporation, partnership, limited liability company or business trust, not formed for the purpose of acquiring the Interests, or an organization described in Section 501(c)(3) of the Code, in each case with total assets in excess of \$5,000,000.
- (vi)** Subscriber is an entity in which **all** of the equity owners, or a *grantor or revocable trust* in which **all** of the grantors and trustees, qualify under clause (i), (ii), (iii), (iv) or (v) above or this clause (vi). **If Subscriber belongs to this investor category only, list on a separate sheet to be attached hereto the equity owners (or grantors and trustees) of Subscriber and the investor category which each such equity owner (or grantor and trustee) satisfies.**

² The meaning of "net worth" (for purposes of determining whether Subscriber is an "accredited investor") means the excess of total assets at fair market value over total liabilities. For purposes of this calculation,

- (a) the amount of Subscriber's total assets must exclude the fair market value of Subscriber's primary residence, and
- (b) the amount of Subscriber's total liabilities must include the amount of such Subscriber's mortgage and other indebtedness that is secured by Subscriber's primary residence which
 - (i) exceeds the fair market value of Subscriber's primary residence at the time of Subscriber's admission to the Fund, or
 - (ii) has been incurred by Subscriber within the 60-day period prior to Subscriber's admission to the Fund and remains outstanding on the date of Subscriber's admission to the Fund (unless such indebtedness was incurred as a result of the acquisition of Subscriber's primary residence).

If, at the time of Subscriber's admission to the Series, Subscriber has mortgage and other indebtedness that is described in both of clauses (i) and (ii) above, then both amounts of indebtedness must be included in the calculation of Subscriber's total liabilities.

- (vii)** Subscriber is a natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.
- (viii)** Subscriber is a family offices, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (a) with at least \$5,000,000 in assets under management, (b) that are not formed for the specific purpose of acquiring the securities offered, and (c) whose investment is directed by a person who has such knowledge and experience in financial business matters that such family office is capable of evaluating the merits and risks of the prospective investment and family clients, as defined in Rule 202(a)(11)(G)-1 of a family office meeting the criteria above.
- (ix)** Subscriber is an individual (not a partnership, corporation, etc.) holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status, including a:
 - (i) Series 7 license, which qualifies a candidate for the solicitation, purchase, and/or sale of all securities products, including corporate securities, municipal securities, municipal fund securities, options, direct participation programs, investment company products, and variable contracts;
 - (ii) Series 65 license, which is designed to qualify candidates as investment adviser representatives and covers topics necessary for adviser representatives to understand to provide investment advice to retail advisory clients; or
 - (iii) Series 82 license, which qualifies candidates seeking to effect the sales of private securities offerings.
- (x)** Subscriber cannot make any of the representations set forth in clauses (i) through (viii) above.

We must determine that each securities investment is suitable for you. Your accurate, complete responses to the information requested below will help us meet this obligation and provide you better service.

Overall Investment Objectives: <input type="checkbox"/> Liquidity <input type="checkbox"/> Long-term growth – will accept some risk to meet investment objective <input type="checkbox"/> Speculation <input type="checkbox"/> Deferral of taxes <input type="checkbox"/> Current Income	Risk Tolerance (Check one): <input type="checkbox"/> Aggressive <input type="checkbox"/> Moderate <input type="checkbox"/> Conservative	Do Investment Objectives Allow for Speculation: <input type="checkbox"/> Yes <input type="checkbox"/> No	Primary Source of Income: <input type="checkbox"/> Investments <input type="checkbox"/> Compensation
Years of Investment Experience: _____	Investment Experience:		
	<input type="checkbox"/> Stocks <input type="checkbox"/> Bonds <input type="checkbox"/> Private Placements <input type="checkbox"/> Other		

SECTION 3. QUALIFIED PURCHASER STATUS

Subscriber makes one or more of the following representations regarding Subscriber's status as a "Qualified Purchaser" (as defined in Section 2(a)(51) of the Investment Company Act and the rules thereunder), and has checked and signed the applicable representation:

- (i) Any natural person (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under 3(c)(7) of the Investment Company Act with that person's Qualified Purchaser spouse) who owns not less than \$5,000,000 in investments, as defined by the Commission, and further defined below.
- (ii) Any company that was not formed or recapitalized for the specific purpose of making an investment in the Fund that owns not less than \$5,000,000 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 such persons, the estates of such persons, or foundations, organizations, or trusts established by or for the benefit of such persons.
- (iii) A trust that is not covered by clause (ii) and that was not formed or recapitalized for the specific purpose of making an investment in the Fund, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or person who has contributed assets to the trust, is a person described in clause (i), (ii), or (iv).
- (iv) A person acting for its own account or the accounts of other Qualified Purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in investments.
- (v) A "qualified institutional buyer" as defined in paragraph (a) of Rule 144A of the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a Qualified Purchaser; provided that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A must own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated with the dealer and (ii) a plan referred to in paragraph (a)(1)(D) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.
- (vi) Any natural person who is deemed to be a "knowledgeable employee" of the Fund as such term is defined in Rule 3c-5(a)(4) of the Investment Company Act.
- (vii) Any person ("Transferee") who acquires Interests from a person ("Transferor") that is (or was) a Qualified Purchaser other than the Fund, provided that the Transferee is: (i) the estate of the Transferor; (ii) a person who acquires the Interests as a gift or bequest pursuant to an agreement relating to a legal separation or divorce; or (iii) a company established by the Transferor exclusively for the benefit of (or owned exclusively by) the Transferor and the persons specified in this paragraph.
- (viii) Any entity in which each of the beneficial owners of its securities is a Qualified Purchaser.
- (ix) None of the above apply.

An entity that would be defined as an investment company under the Investment Company Act but for the exception from that definition provided under Section 3(c)(1) or 3(c)(7) of the Investment Company Act (an "Excepted Investment Company") MUST complete the additional certification below:

- All beneficial owners of the Excepted Investment Company's outstanding securities (other than short-term paper), determined in accordance with Section 3(c)(1)(A) under the Investment Company Act, that acquired such securities on or before April 30, 1996 (hereafter in this paragraph referred to as "pre-amendment beneficial owners"), and all pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of any Excepted Investment Company that, directly or indirectly, owns any outstanding securities of such Excepted Investment Company, have consented to its treatment as a Qualified Purchaser.

OR

- The Excepted Investment Company was formed after April 30, 1996.

For the purposes of above, the term "investments" means:

- securities (as defined by 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 prospective qualified purchaser that owns such securities, unless the issuer of such securities is: (i) an investment vehicle; (ii) a public company; or (iii) a company with shareholders' equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the prospective qualified purchaser acquires the securities of a Section 3(c)(7) Company under the Investment Company Act;
- real estate held for investment purposes;
- commodity interests held for investment purposes;
- physical commodities held for investment purposes;
- to the extent not securities, financial contracts (as such term is defined in section 3(c)(2)(B)(ii) of the Investment Company Act entered into for investment purposes;
- in the case of a prospective qualified purchaser that is a Section 3(c)(7) Company under the Investment Company Act, a company that would be an investment company but for the exclusion provided by section 3(c)(1) of the Investment Company Act, or a commodity pool, any amounts payable to such prospective qualified purchaser 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 prospective qualified purchaser upon the demand of the prospective qualified purchaser; and cash and cash equivalents (including foreign currencies) held for investment purposes. For purposes of this section, cash and cash equivalents include: (i) bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes; and (ii) the net cash surrender value of an insurance policy.

SECTION 4. ERISA REPRESENTATIONS

- Subscriber is not itself, nor is it acting on behalf of, an entity which is deemed to hold the assets of an "Employee Benefit Plan"³ (which is subject to the fiduciary rules of ERISA) or a "Plan"⁴ (e.g., an entity of which 25% or more of any class of equity securities is held by Employee Benefit Plans or Plans, or an insurance company separate account holding "plan assets," etc.) (each, a "Benefit Plan Investor").
- Subscriber is not a life insurance company using the assets of its general account.

³ Any plan, fund or program established or maintained by an employer or employee organization for the purpose of providing pension, welfare or similar benefits (i.e., deferred compensation arrangements) to employees, which is subject to the fiduciary rules of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA").

⁴ An individual retirement account ("IRA"), a Keogh plan or any other plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code").

Annex 2 – Anti-Money Laundering Questionnaire

SECTION 1. USA PATRIOT ACT COMPLIANCE

1. Name of the bank from which the Subscriber's payment to the Partnership is being wired (the "**Wiring Bank**"):
-

2. Is the Wiring Bank located in the United States or another "FATF Country"⁵?

Yes
 No

3. If the Subscriber answered "Yes," is the Subscriber a customer of the Wiring Bank?

Yes
 No

4. Name of the Wiring Bank Account Holder:
-

5. Wiring Bank Account Number:
-

If the Subscriber answered "No" to questions 2 or 3 above, the Subscriber may be required, if the Subscriber is an individual, to produce a copy of a passport or identification card, together with any evidence of the Subscriber's address, such as a utility bill or bank statement, and date of birth. If the Subscriber is an entity, the Subscriber may be required to produce a certified copy of the Subscriber's certificate of incorporation, articles of association (or the equivalent) or certificate of formation or limited partnership (or the equivalent), and the names, occupations, dates of birth and residential and business addresses of all directors.

SECTION 2. FATF COMPLIANCE AND NOT A PROHIBITED INVESTOR REPRESENTATIONS

PROSPECTIVE INVESTORS: Please read and check **ALL FOUR** boxes (A through D) on this page and next page as to indicate your agreement and acknowledgement. These boxes are representations made by you for the benefit of the Series and the Managing Member, as an inducement to allow your subscription into the Series.

⁵ Please consult the FATF's website for a current list of countries that are members of the Financial Action Task Force on Money Laundering (each an "FATF Country"): <https://www.fatf-gafi.org/countries/>. The list of FATF Countries may be expanded to include future FATF members and FATF compliant countries, as appropriate.

Reason For This Section. To avoid assisting terrorists and certain other persons designated by the U.S. government as wrong-doers, the Series takes steps to comply with applicable anti-money laundering laws. Those steps include (among others) obtaining certain representations and warranties from prospective investors, and taking reasonable steps to verify the identity of prospective investors. Without limiting the foregoing, the prospective investor agrees to provide any information and execute and deliver such documents as deemed necessary by the Managing Member, in its sole discretion, to verify the accuracy of prospective investor's representations, warranties, and covenants herein or to comply with any law or regulation to which the Series, the Managing Member or the Investment Manager may be subject, including but not limited to the Series' anti-money laundering and anti-terrorist financing program and related responsibilities. The capitalized terms used below in this section are defined where used, or separately at the end of the section.

- A. Prospective investor understands that the Series prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any U.S. 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 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), as the list may be amended from time to time, (iii) for a Senior Foreign Political Figure, any Immediate Family member of a Senior Foreign Political Figure or any Close Associate of a Senior Foreign Political Figure, unless the Managing Member, after being specifically notified by prospective investor 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 (such persons or entities in (i) – (iv) being collectively referred to below as "Prohibited Investors").
- B. Prospective investor represents, warrants and agrees that: (i) prospective investor is not a Prohibited Investor, nor is any person or entity controlling, controlled by or under common control with prospective investor a Prohibited Investor, and (ii) to the extent prospective investor has any Beneficial Owners, (a) prospective investor has carried out thorough due diligence to establish the identities of such Beneficial Owners, (b) based on such due diligence, prospective investor reasonably believes that no such Beneficial Owner is a Prohibited Investor, (c) prospective investor holds the evidence of such identities and status and will maintain all such evidence for at least five years from the date of prospective investor's complete withdrawal from the Series, and (d) prospective investor will make available such information and evidence, and any related additional information that the Series may request, in accordance with applicable regulations.
- C. Prospective investor understands that, if any of the foregoing representations, warranties or covenants ceases to be true or if the Series no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Series may, in accordance with applicable regulations, be obligated to freeze prospective investor's investment, either by prohibiting additional investments, declining or suspending any withdrawal requests and/or segregating the assets constituting the investment,

or prospective investor's investment may immediately be involuntarily withdrawn from the Series, and the Series may also be required to report such action and to disclose prospective investor's identity to OFAC or other authority. If the Series is required to take any of the foregoing actions, prospective investor agrees that prospective investor shall have no claim against the Series or the Managing Member or their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any damages as a result of any of the aforementioned actions, and prospective investor further agrees that it shall indemnify and hold harmless all of such persons from any such claim that may be asserted against them by any person.

D. Prospective investor agrees that all subscription payments transferred to the Series on behalf of prospective investor shall originate directly from a bank or brokerage account in the name of prospective investor. Prospective investor agrees further that any withdrawal proceeds paid to prospective investor will be paid to the account from which prospective investor's investment in the Series was originally received, unless the Managing Member, in its sole discretion, agrees otherwise with prospective investor.

Definitions of Capitalized Terms in Anti-Money Laundering Questionnaire

"Beneficial Owner" means any individual or entity that will have a beneficial ownership interest in prospective investor's Interest in the Series, including but not 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 Investor in an agent, representative, intermediary, nominee or similar capacity. If the Beneficial Owner is itself an entity, the information and representations set forth herein must also be given with respect to its individual beneficial owners. If prospective investor is a publicly-traded company, it need not conduct due diligence as to its beneficial owners.

"Close Associate of a Senior Foreign Political Figure" means 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.

"FATF" means the Financial Action Task Force on Money Laundering.

"FATF-Compliant Jurisdiction" means a jurisdiction that (1) is a member in good standing of FATF and (2) has undergone two rounds of FATF mutual evaluations.

"Foreign Bank" means an organization that (1) is organized under the laws of a non-U.S. country (2) engages in the business of banking, (3) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking

operations, (4) receives deposits to a substantial extent in the regular course of its business, and (5) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a non-U.S. bank.

"Foreign Shell Bank" means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate.

"Immediate Family" of a Senior Foreign Political Figure typically includes such person's parents, siblings, spouse, children and in-laws.

"Non-Cooperative Jurisdiction" means any non-U.S. country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the FATF, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

"Physical Presence" means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank (1) employs one or more individuals on a full-time basis, (2) maintains operating records related to its banking activities, and (3) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

"Prohibited Investor" means (1) a person or entity whose name appears on one or more of the various lists issued and maintained by the U.S. Office of Foreign Assets Control ("OFAC"), including the List of Specially Designated Nationals and Blocked Persons, the Specially Designated Terrorists List and the Specially Designated Narcotics Traffickers List; (2) a Foreign Shell Bank; or (3) a person or entity who is a citizen or resident of, or which is located in, or whose subscription funds are transferred from or through, a Foreign Bank in a Non-Cooperative Jurisdiction or Sanctioned Regime.

"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 non-U.S. 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.

"Sanctioned Regimes" means targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers in respect of which OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals.

"Senior Foreign Political Figure" means a senior official in the executive, legislative, administrative, military or judicial branch 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.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. No. 107-56).