

SUBSCRIPTION DOCUMENTS

**ONDO I LP**

Ondo Capital Management LLC  
***Investment Manager***  
500 West Putnam Avenue Suite 400  
Greenwich, CT 06830

Ondo I GP LLC  
***General Partner***  
500 West Putnam Avenue Suite 400  
Greenwich, CT 06830

Offeree: \_\_\_\_\_

Copy #: \_\_\_\_\_

## SUBSCRIPTION INSTRUCTIONS

Prospective investors (“Subscribers”) should read Ondo I LP’s (the “Fund”) Confidential Private Placement Memorandum and Limited Partnership Agreement (the “Partnership Agreement”), each as may be amended from time to time, as well as these subscription documents prior to subscribing to the Fund. Capitalized terms used but not defined herein have the meanings given to them in the Partnership Agreement. The Subscriber will also need to complete the following steps.

1. Complete and sign the Suitability Questionnaire.
2. Complete and sign the Subscription Agreement (including additional representation page, if applicable).
3. Complete and sign the Partnership Agreement Signature Page.
4. Complete and sign the applicable Internal Revenue Service (“IRS”) Form W-9 or W-8 in accordance with the instructions to such forms, available at the IRS website at [www.irs.gov](http://www.irs.gov).
5. Send the executed and completed documents, including adequate anti-money laundering documentation (described in the Anti-Money Laundering Supplement, attached hereto as Appendix 4) to the Administrator via [transfer.agency@navconsulting.net](mailto:transfer.agency@navconsulting.net) and the General Partner via email at [investors@ondo.finance](mailto:investors@ondo.finance), to arrive as soon as possible and in any event at least seven (7) calendar days prior to the beginning of the day in which the investment will be made. Please keep a copy of the executed documents for your records.
6. Provide the Fund and/or the Administrator any form, certification or other information reasonably requested by and acceptable to the Fund to comply with the requirements set forth under Rule 506(c) of Regulation D, as detailed in Section 5 of the Subscription Agreement below. The Subscriber must have the relevant third-party service provider complete the additional accredited investor verification form attached hereto as Appendix 6.
7. After notification from the General Partner that the subscription has been accepted, send the intended subscription amount to the Fund at least three (3) business days before the relevant investment date (subject to waiver by the General Partner in its sole discretion) on which the investment will be credited to the Subscriber’s account. In-Kind Contributions of Digital Asset(s), if permitted by the General Partner, may be sent to a wallet address specified in payment instructions provided separately by the General Partner along with any additional subscription instructions.

Subscription amounts may also be sent by wire as follows:

Bank:	<input type="text"/>
Routing Number:	<input type="text"/>
Swift Code:	<input type="text"/> (for international wires only)
Account Number:	<input type="text"/>
For Credit to:	Ondo I LP
References:	[Subscriber’s Name]

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

8. Upon acceptance of the subscription, a copy of the executed Subscription Agreement, signed as accepted on behalf of the Fund, will be returned to the investor. The General Partner or the Administrator may request additional documents as necessary under securities or anti-money laundering laws from any prospective investor. Please keep a copy of the attached Additional Subscription Form (Appendix 1) and the Request for Withdrawal of Limited Partnership Interest Form (Appendix 2) for future use.

## SUITABILITY QUESTIONNAIRE

Name of Subscriber \_\_\_\_\_

SSN / Tax ID \_\_\_\_\_

Date of Birth (for natural persons) \_\_\_\_\_

Country of Birth (for natural persons) \_\_\_\_\_

Country of Citizenship (for natural persons) \_\_\_\_\_

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Type of Subscriber

- |   |                                       |   |
|---|---------------------------------------|---|
| <input type="checkbox"/> Individual                 | <input type="checkbox"/> Corporation  | <input type="checkbox"/> Trust                    |
| <input type="checkbox"/> Partnership                | <input type="checkbox"/> LLC          | <input type="checkbox"/> Joint Tenants (with ROS) |
| <input type="checkbox"/> Tenants in Common          | <input type="checkbox"/> IRA          | <input type="checkbox"/> Foundation               |
| <input type="checkbox"/> Endowment                  | <input type="checkbox"/> Keogh Plan   | <input type="checkbox"/> Employee Benefit Plan    |
| <input type="checkbox"/> Charitable Remainder Trust | <input type="checkbox"/> Other: _____ |   |

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Mailing Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

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Residential Address/ \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

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Authorized Representative \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

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### Authorized Signatories

Set forth below are the names of persons authorized by Subscriber to give and receive instructions between the Fund (or the General Partner) and Subscriber, together with their respective signatures. Such persons are the only persons so authorized until further written notice to the General Partner signed by one or more of such persons.

Name	Signature
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<hr/>	<hr/>
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### Standing Wire Instructions

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

_____	Name of Bank
_____	Address of Bank
_____	ABA Number
_____	Account Number
_____	Name Under Which Account Is Held

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### Payment Information

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

- (a) Country of Wiring Bank \_\_\_\_\_
- (b) Is the account at the Wiring Bank held in the name of Subscriber?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- (c) Is Subscriber subject to regulation by any governmental agency with jurisdiction over financial institutions or financial intermediaries (e.g., banking, insurance or securities regulatory authorities)?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_  
\_\_\_\_\_

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Legal Proceedings

Describe briefly any legal actions, including lawsuits, arbitrations and mediations, involving securities, commodities or other investments, in which you have been involved in the past five years. Attach a separate page if necessary. State the names of the parties to the proceeding, whether you were a plaintiff or defendant, where the action took place (i.e., name of court, location of arbitration), and a brief description of the dispute and the resolution of the matter. Provide this information for Subscriber unless you are completing this Suitability Questionnaire as a representative of Subscriber (e.g., an officer of a corporation that is subscribing or a custodian for the account of a minor). If you are acting as a representative, provide this information for yourself and, to the extent of your knowledge, for Subscriber. If none, please respond "None" below.

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**ADDITIONAL INFORMATION – ENTITY INVESTORS ONLY**

Full Legal Name \_\_\_\_\_

Jurisdiction of Formation \_\_\_\_\_

Date Organized \_\_\_\_\_

Number of Partners, Shareholders,  
Members or Beneficiaries \_\_\_\_\_

Purpose of Organization \_\_\_\_\_  
\_\_\_\_\_



For purposes of completion of the Form PF, please check the form of organization of entity Subscriber. (If the Subscriber is acting as trustee, agent, representative or nominee for a beneficial owner, please check the item that best describes the beneficial owner.) *Please check one:*

\_\_\_\_\_broker-dealer

\_\_\_\_\_insurance company

\_\_\_\_\_investment company registered with the U.S. Securities and Exchange Commission (the “SEC”)

\_\_\_\_\_private fund<sup>1</sup>

\_\_\_\_\_non-profit

\_\_\_\_\_pension plan (other than a governmental pension plan)

\_\_\_\_\_banking or thrift institution (proprietary)

\_\_\_\_\_state or municipal government entity<sup>2</sup> (other than a governmental pension plan)

\_\_\_\_\_state or municipal governmental pension plan

\_\_\_\_\_trust of a natural person resident in the United States

\_\_\_\_\_other (please describe): \_\_\_\_\_

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<sup>1</sup> The term “private fund” means any issuer that would be an investment company as defined in Section 3 of the Investment Company Act but for Section 3(c)(1) or 3(c)(7) of the Investment Company Act.

<sup>2</sup> For purposes of determining whether the subscriber is a state or municipal government entity, the term “government entity” means any state (including any U.S. state, the District of Columbia, Puerto Rico, the U.S. Virgin Islands or any other possession of the United States) or political subdivision of a state, including: (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in their official capacity. However, please note that if you are a governmental pension plan, you should check the box for “State or municipal governmental pension plan” and not “State or municipal governmental entity”.

## BENEFIT PLAN INVESTOR STATUS – ALL INVESTORS COMPLETE

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

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

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

- A. \_\_\_\_\_ not a Benefit Plan Investor; or
- B. \_\_\_\_\_ a Benefit Plan Investor that is
1. \_\_\_\_\_ subject to Part 4 of Title I of ERISA;
  2. \_\_\_\_\_ subject to Section 4975 of the Code (that has not initialed B1);
  3. \_\_\_\_\_ an entity whose underlying assets include “plan assets”.

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

<input type="checkbox"/>	10%*	<input type="checkbox"/>	20%*	<input type="checkbox"/>	30%	<input type="checkbox"/>	40%	<input type="checkbox"/>	50%
<input type="checkbox"/>	60%	<input type="checkbox"/>	70%	<input type="checkbox"/>	80%	<input type="checkbox"/>	90%	<input type="checkbox"/>	100%

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

4. \_\_\_\_\_ a group trust, a bank common or collective trust or an insurance company separate account.

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

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

## **CERTIFICATION OF NON-FOREIGN STATUS – ALL U.S. INVESTORS COMPLETE**

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

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

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

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Signature

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Date

### **\*\*\*NOTE TO CHARITABLE REMAINDER TRUSTS\*\*\***

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

## ACCREDITED INVESTOR STATUS – ALL SUBSCRIBERS COMPLETE

The Subscriber certifies that the Subscriber is an “accredited investor” as defined in Regulation D under the Securities Act of 1933, as amended (the “Securities Act”) because the Subscriber is a(n):

Please initial all appropriate spaces.

### Individuals

\_\_\_\_\_ natural person whose individual net worth, or joint net worth with that person’s spouse (or spousal equivalent), at the time of purchase exceeds \$1,000,000. (For purposes of calculating net worth individuals should exclude the value of the primary residence and the related amount of indebtedness secured by the primary residence up to its fair market value. Indebtedness secured by the primary residence in excess of the value of the primary residence should be considered a liability and deducted from net worth. In addition, any increase in the amount of indebtedness secured by the primary residence in the sixty (60) days prior to making the investment must be treated as a liability.)

\_\_\_\_\_ natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse (or spousal equivalent) 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.

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

\_\_\_\_\_ 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.

\_\_\_\_\_ director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

or

\_\_\_\_\_ none of the above apply.

### Institutions

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

\_\_\_\_\_ (ii) broker or dealer registered pursuant to section 15 of the Securities Exchange Act.

- \_\_\_\_\_ (iii) investment adviser registered pursuant to section 203 of the Investment Advisers Act or registered pursuant to the laws of a state.
- \_\_\_\_\_ (iv) investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act.
- \_\_\_\_\_ (v) insurance company as defined in section 2(a)(13) of the Securities Act.
- \_\_\_\_\_ (vi) investment company registered under the Investment Company Act or a business development company as defined in section 2(a)(48) of that act.
- \_\_\_\_\_ (vii) Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- \_\_\_\_\_ (viii) Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958.
- \_\_\_\_\_ (ix) plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000.
- \_\_\_\_\_ (x) employee benefit plan within the meaning of ERISA if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- \_\_\_\_\_ (xi) private business development company as defined in section 202(a)(22) of the Investment Advisers Act.
- \_\_\_\_\_ (xii) organization described in section 501(c)(3) of the Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.
- \_\_\_\_\_ (xiii) trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).
- \_\_\_\_\_ (xiv) entity in which all of the equity owners are accredited investors.
- \_\_\_\_\_ (xv) entity, of a type not listed in paragraphs (i) to (xiv), not formed for the specific purpose of acquiring the securities offered, owning “investments” (as defined below) in excess of \$5,000,000.
- \_\_\_\_\_ (xvi) “family office”, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act: (a) with assets under management in excess of \$5,000,000, (b) that is not formed for the specific purpose of acquiring the securities offered, and (c) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

\_\_\_\_\_(xvii) “family client”, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements in paragraph (xvi) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xvi)(c) above.

or

\_\_\_\_\_(xviii) none of the above apply.

**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 accredited investor 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 sixteen (16) months preceding the date on which the prospective accredited investor 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 accredited investor 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 accredited investor 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 accredited investor upon the demand of the prospective accredited investor; 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.

## QUALIFIED PURCHASER STATUS – ALL SUBSCRIBERS COMPLETE

The Subscriber certifies that the Subscriber is a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act because the Subscriber is a(n):

Please initial all appropriate spaces.

- \_\_\_\_\_ (i) natural person (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under section 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 below.
- \_\_\_\_\_ (ii) company that owns not less than \$5,000,000 in investments, that was not formed for the specific purpose of investing in the Fund, 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, charitable organizations, or trusts established by or for the benefit of such persons.
- \_\_\_\_\_ (iii) trust that is not covered by clause (ii) and that was not formed for the specific purpose of investing in the Fund, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in clause (i), (ii), or (iv).
- \_\_\_\_\_ (iv) person or company that was not formed for the specific purpose of investing in the Fund, 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) any qualified institutional buyer as defined in Rule 144A under 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 shall own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer and (ii) a plan referred to in paragraph (a)(1)(D) or (a)(1)(E) 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 company, if each beneficial owner of the company's securities is a qualified purchaser.

or

\_\_\_\_\_ (ix) none of the above apply.

### **Additional Certification for Entities**

**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 sixteen (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.

## SUITABILITY QUESTIONNAIRE SIGNATURE PAGE

The Subscriber understands that each of the Fund, the General Partner, the Investment Manager, and the Administrator will be relying on the accuracy and completeness of the responses to the foregoing questions, and the Subscriber represents and warrants to each of them that: (i) the answers to the above questions are complete and correct and may be relied upon by the General Partner in determining whether the offering in which the Subscriber proposes to participate is exempt from registration under Federal and state securities laws; (ii) the Subscriber will notify the General Partner immediately of any material change in any statement made herein occurring prior to the closing of any purchase by the Subscriber of any Interests in the Fund; and (iii) the Subscriber is able to bear the economic risk of the investment and, at the present time, can afford a complete loss of such investment.

The General Partner's primary mode of communication will be via e-mail. Please indicate where written communications should be sent. Please initial all that apply.

\_\_\_\_\_ Mailing Address

\_\_\_\_\_ Residence or Principal Place of Business Address

\_\_\_\_\_ Authorized Representative/Agent

\_\_\_\_\_  
Name of Subscriber (please print)

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Applicable Title (if any)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Applicable Title (if any)

\_\_\_\_\_  
Date

## SUBSCRIPTION AGREEMENT

Ondo I LP  
c/o NAV Consulting, Inc.  
1 Trans Am Plaza Drive, Suite 400  
Oakbrook Terrace, IL 60181  
Transfer.agency@navconsulting.net

To Whom It May Concern:

The undersigned (the “Subscriber”) wishes to become a limited partner of Ondo I LP (the “Fund”), a Delaware limited partnership, and to purchase a limited partnership interest (an “Interest”) in the Fund upon the terms and conditions set forth herein, in the Confidential Private Placement Memorandum of the Fund, as the same may be updated or modified from time to time (the “Memorandum”), and in the Limited Partnership Agreement of the Fund, as the same may be amended from time to time (the “Partnership Agreement”). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Partnership Agreement.

Accordingly, the Subscriber agrees as follows:

**1. Subscription.** Please check the appropriate boxes:

- **Capital Contribution.** The Subscriber hereby irrevocably subscribes for the dollar amount of Interests in the Fund in the following amount:

☐ OUSG Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OSTB Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OHYG Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OMMF Interests Subscription Amount: US\$ \_\_\_\_\_

- **In-Kind Contribution.** The Subscriber hereby irrevocably subscribes for the Interests in the Fund, with an In-Kind Contribution of Digital Assets, valued as of 11:59pm UTC on the date the In-Kind Contribution is credited to the Fund, in accordance with the General Partner’s valuation policy:

Digital Asset	Amount in Digital Asset
▪ USDC	
▪ USDT	
▪ Other Stablecoin (please specify):	

☐ OUSG Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OSTB Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OHYG Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OMMF Interests Subscription Amount: US\$ \_\_\_\_\_

Changes in relative value of the Digital Asset(s) against the U.S. dollar will affect the value of the In-Kind Contribution and may result in a Subscriber's Capital Account being credited with a higher or lower U.S. dollar value than the U.S dollar value of the In-Kind Contribution at the time it is sent to the Fund. Moreover, all of the risks of Digital Assets will thus be borne directly by the Subscriber during the period from when such In-Kind Contribution is accepted by the Fund and when such In-Kind Contribution is credited to the Fund.

The Subscriber understands and agrees that the General Partner may accept or reject the amount of any subscription for an Interest in whole or in part. If the subscription is rejected, payment received by the Fund from the Subscriber, if any, will be returned, without interest, promptly to the Subscriber and this subscription agreement (the "Subscription Agreement") shall have no force or effect. Upon acceptance of this subscription by the Fund, the Subscriber shall become a Limited Partner in the Fund.

The Subscriber's Capital Contribution will generally be credited to the Fund on the same Business Day, subject to the requirements as described immediately below.

Capital Contributions in connection with a subscription of OUSG Limited Partnership Interests must be received by the Fund at or prior to 4 p.m. Eastern Time of such Business Day. Capital Contributions in connection with a subscription of OUSG Limited Partnership Interests received by the Fund after 4 p.m. Eastern Time will be considered as a subscription in advance and be credited to the Fund on the following Business Day.

Capital Contributions in connection with a subscription of OMMF Limited Partnership Interests must be received by the Fund at or prior to 3 p.m. Eastern Time of such Business Day. Capital Contributions in connection with a subscription of OMMF Limited Partnership Interests received by the Fund after 3 p.m. Eastern Time will be considered as a subscription in advance and be credited to the Fund on the following Business Day.

**2. Representations and Warranties of the Subscriber.** To induce the General Partner to accept this Subscription Agreement on behalf of the Fund, the Subscriber hereby represents, warrants, and covenants to the General Partner and the Fund as follows:

- (a) The Subscriber will not sell or otherwise transfer the Interest without registration under the Securities Act of 1933, as amended (the "Securities Act"), or an exemption therefrom. The Subscriber understands and agrees that it must bear the economic risk of its investment for an indefinite period of time (subject to limited rights of withdrawal provided in the Partnership Agreement) because, among other reasons, the Interest has not been registered under the Securities Act or under the securities laws of certain states and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless it is so registered or an exemption from registration is available. The Subscriber understands that the Fund is under no obligation to register the Interest on its behalf or to assist it in complying with any exemption from registration under the Securities Act.

- (b) The Interests can only be Transferred (as defined in the Partnership Agreement) with the prior authorization of the General Partner, which may be withheld in the General Partner's sole discretion. Notwithstanding the foregoing, as set forth in the Partnership Agreement, in the event that the Interests are represented by Token Units (as defined in the Partnership Agreement), the Transfer of an ownership interest in the Fund may only be accomplished pursuant to the Transfer of Token Units. In addition, in connection with the foregoing, the Subscriber may Transfer its Token Units (i) to an "external owned account" ("EOA") then on a whitelist of EOAs maintained by the General Partner or (ii) by virtue of interacting with a smart contract address then on a whitelist of smart contract addresses maintained by the General Partner, in each case without the prior written consent of the General Partner. Pursuant to the foregoing, in the event of any Transfer of Token Units to an EOA, the holder of such EOA will thereby be admitted as a Limited Partner of the Fund, and the books and records of the Fund will be updated accordingly. All potential Transferees must be on a whitelist maintained by the General Partner. If an EOA or smart contract address is not whitelisted on the Fund's records, then any putative Transfer of Token Units (x) to such potential EOA or (y) by virtue of interacting with such smart contract address will be null and void and of no force or effect.
- (c) The Subscriber understands and acknowledges that the General Partner in its sole discretion may cause a compulsory withdrawal of all or any portion of the Subscriber's Interest in accordance with the Partnership Agreement. In addition, in the event that a transfer of Token Units would (i) adversely affect the Fund's and/or any offer or sale of any Token Units' reliance on an exemption from registration under the Securities Act or (ii) adversely affect the Fund's reliance on the Fund's exclusion from the status of being an "investment company" within the meaning of the Investment Company Act, in each case as determined by the General Partner in its sole discretion, then the General Partner, in its sole discretion, may require the Subscriber to redeem some or all of its Token Units at any time pursuant to the Partnership Agreement or terminate or otherwise destroying such transferee's Token Units.
- (d) The Subscriber has received, carefully read, and understands the Partnership Agreement and the Memorandum outlining, among other things, the organization and investment objectives and policies of, and the risks and expenses of an investment in, the Fund. The Subscriber acknowledges that it has made an independent decision to invest in the Fund and that, in making its decision to subscribe for an Interest, the Subscriber has relied solely upon the Memorandum, the Partnership Agreement and independent investigations made by the Subscriber. The Subscriber is not relying on the Fund or the General Partner, or any other person or entity with respect to the legal, tax and other economic considerations involved in this investment other than the Subscriber's own advisers. The Subscriber's investment in the Interest is consistent with the investment purposes, objectives and cash flow requirements of the Subscriber and will not adversely affect the Subscriber's overall need for diversification and liquidity.

The Subscriber has been provided an opportunity to obtain any additional information concerning the offering, the Fund, and all other information to the extent the Fund or the General Partner possesses such information or can acquire it without unreasonable effort or expense, and has been given the opportunity to ask questions of, and receive answers from, the General Partner concerning the terms and conditions of the offering and other matters pertaining to this investment.

- (e) The Subscriber has not reproduced, duplicated, or delivered the Memorandum, the Partnership Agreement or this Subscription Agreement to any other person, except professional advisers to the Subscriber or as instructed by the General Partner. Notwithstanding the foregoing, the Subscriber (and each employee, representative or other agent of the Subscriber) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (i) the Fund; and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Subscriber relating to such tax treatment and tax structure.
- (f) The Subscriber has, together with the purchaser representative, if any, such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of the Subscriber's investment in the Fund and is able to bear such risks, and has obtained, in the Subscriber's judgment, sufficient information from the General Partner to evaluate the merits and risks of such investment. The Subscriber has evaluated the risks of investing in the Fund, understands there are substantial risks of loss incidental to the purchase of an Interest and has determined that the Interest is a suitable investment for the Subscriber.
- (g) The Subscriber is aware of the limited provisions for transferability and withdrawal from the Fund. The Subscriber has no need for liquidity in this investment, can afford a complete loss of the investment in the Interest and can afford to hold the investment for an indefinite period of time. The Subscriber acknowledges that distributions, including, without limitation, the proceeds of withdrawals, may be paid in cash or in-kind.

The Subscriber understands that the value of a Limited Partner's capital account and withdrawals therefrom under the Partnership Agreement, and the performance of the Fund, may be based on unaudited and in some cases, estimated, valuations of the Fund's investments and that valuations provided in a Subscriber's account statement may be an unaudited, estimated value.
- (h) The Subscriber is acquiring the Interest for its own account, for investment purposes only and not with a view toward distributing or reselling the Interest in whole or in part.
- (i) The Subscriber understands the method of compensation under the Partnership Agreement between the Fund, the General Partner, the Investment Manager, and/or any Sub-Advisors and the risks.
- (j) The Subscriber understands that no Federal or state agency has passed upon the Interests or made any findings or determination as to the fairness of this investment.
- (k) The Subscriber has all requisite power, authority and capacity to acquire and hold the Interest and to execute, deliver and comply with the terms of each of the instruments required to be executed and delivered by the Subscriber in connection with the Subscriber's subscription for the Interest, including this Subscription Agreement, and such execution, delivery and compliance does not conflict with, or constitute a default under, any instruments governing the Subscriber, or violate any law, regulation or order, or any agreement to which the Subscriber is a party or by which the Subscriber may be bound. If the Subscriber is an entity, the person executing and delivering each of such

instruments on behalf of the Subscriber has all requisite power, authority and capacity to execute and deliver such instruments, and such entity is duly formed and organized, validly existing, and in good standing under the laws of its jurisdiction of formation, and such entity is authorized by its governing documents to execute, deliver, and perform its obligations under this Subscription Agreement and to become a limited partner in the Fund. The person executing this Subscription Agreement on behalf of the Subscriber will, upon request by the Fund or the General Partner, furnish to the Fund true and correct copies of any instruments governing the Subscriber, including all amendments thereto.

- (l) All information which the Subscriber has provided to the Fund or the General Partner concerning the Subscriber, the Subscriber's status, financial position and knowledge and experience of financial, tax and business matters, or, in the case of a Subscriber that is an entity, the knowledge and experience of financial, tax and business matters of the person making the investment decision on behalf of such entity, is correct and complete as of the date set forth herein.
- (m) Subscriber understands that the Fund will not register as an investment company under the Investment Company Act of 1940, as amended (the "Investment Company Act"), nor will it make a public offering of its securities within the United States.

The Subscriber acknowledges that the Fund reserves the right to refuse any transfer of the Interests if the effect of a transfer would cause the Fund to be required to register as an investment company under the Investment Company Act.

- (n) The Subscriber represents and warrants that it is an "accredited investor" as such term is defined pursuant to Regulation D promulgated under the Securities Act and a "qualified purchaser" as defined in Section 2(a)(51)(A) under the Investment Company Act, the definition of which is set forth in the attached suitability questionnaire ("Suitability Questionnaire"). The Subscriber further understands that neither the General Partner, Investment Manager, nor its principals or affiliates are registered as investment advisers pursuant to the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act") or the securities laws of any state. Sub-Advisors engaged by the Investment Manager may potentially be registered as an investment adviser pursuant to the Investment Advisers Act or the securities laws of any state.
- (o) If the Subscriber is a "plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") that is subject to the provisions of Title I of ERISA, and/or a "plan" that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or an entity whose assets are treated as "plan assets" under Section 3(42) of ERISA and any regulations promulgated thereunder (a "Plan"), the person executing this Subscription Agreement on behalf of the Plan (the "Fiduciary") represents and warrants to the Fund that:
  - (i) such person is a "fiduciary" of such Plan and trust and/or custodial account within the meaning of Section 3(21) of ERISA, and/or Section 4975(e)(3) of the Code and such person is authorized to execute the Subscription Agreement;

- (ii) unless otherwise indicated in writing to the Fund, the Plan is not a participant-directed defined contribution plan;
- (iii) the Fiduciary has considered a number of factors with respect to the Plan's investment in the Interest and has determined that, in view of such considerations, the purchase of an Interest is consistent with the Fiduciary's responsibilities under ERISA. Such factors include, but are not limited to: (a) the role such investment or investment course of action plays in that portion of the Plan's portfolio that the Fiduciary manages; (b) whether the investment or investment course of action is reasonably designed as part of that portion of the portfolio managed by the Fiduciary to further the purposes of the Plan, taking into account both the risk of loss and the opportunity for gain that could result therefrom; (c) the composition of that portion of the portfolio that the Fiduciary manages with regard to diversification; (d) the liquidity and current rate of return of that portion of the portfolio managed by the Fiduciary relative to the anticipated cash flow requirements of the Plan; (e) the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Plan; and (f) the risks associated with an investment in the Fund and the fact that the Subscriber has only limited withdrawal rights.
- (iv) the investment in the Fund has been duly authorized under, and conforms in all respects to, the documents governing the Plan and the Fiduciary;
- (v) the Fiduciary is: (a) responsible for the decision to invest in the Fund; (b) independent of the Fund; and (c) qualified to make such investment decision;
- (vi) (a) none of the Investment Manager and/or Sub-Advisor, any of their employees or affiliates: (i) manages any part of the Subscriber's investment portfolio on a discretionary basis; (ii) regularly gives investment advice with respect to the assets of the Subscriber; (iii) has an agreement or understanding, written or unwritten, with the Subscriber under which the latter receives information, recommendations or advice concerning investments which are used as a primary basis for the Subscriber's investment decisions; or (iv) has an agreement or understanding, written or unwritten, with the Subscriber under which the latter receives individualized investment advice concerning the Subscriber's assets;

OR

(b): (i) the Fiduciary, who is independent of the Investment Manager and Sub-Advisor, has studied the Memorandum and has made an independent decision to purchase Interests solely on the basis of such Memorandum and without reliance on any other information or statements as to the appropriateness of this investment for the Subscriber; and (ii) the Subscriber represents and warrants that neither the Investment Manager, any Sub-Advisor, nor any of their employees or affiliates: (A) has exercised any investment discretion or control with respect to the Subscriber's purchase of Interests; (B) has authority, responsibility to give, or has given individualized investment advice with respect to the Subscriber's purchase of the Interests; or (C) is the employer maintaining or contributing to such Plan.



- (p) If the Subscriber is an insurance company and is investing the assets of its general account (or the assets of a wholly owned subsidiary of its general account) in the Fund, it has identified in the Suitability Questionnaire whether the assets underlying the general account constitute “plan assets” within the meaning of Section 401(c) of ERISA. The Subscriber agrees to promptly notify the General Partner in writing if there is a change in the percentage of the general account’s assets that constitute “plan assets” within the meaning of Section 401(c) of ERISA and shall disclose such new percentage ownership.
- (q) If the Subscriber is a “charitable remainder trust” within the meaning of Section 664 of the Code, the Subscriber has advised the General Partner in writing of such fact and the Subscriber acknowledges that it understands the risks, including specifically the tax risks, if any, associated with its investment in the Fund.
- (r) If the Subscriber is purchasing in a representative or fiduciary capacity, the representations and warranties herein shall be deemed to have been made on behalf of the person or persons for whom the Subscriber is so purchasing, and the Subscriber agrees to furnish to the General Partner, upon request, documentation satisfactory to the General Partner in the General Partner’s sole discretion, supporting the truthfulness of such representations and warranties as made on behalf of such person or persons.
- (s) The Subscriber understands and agrees that, although the Fund will use its reasonable efforts to keep the information provided in the answers to this Subscription Agreement strictly confidential, the Fund may present this Subscription Agreement and the information provided in answers to it to such parties (e.g., affiliates, attorneys, auditors, administrators, brokers and regulators) as it deems necessary or advisable to facilitate the acceptance and management of the Subscriber’s subscription amounts including, but not limited to, in connection with anti-money laundering and similar laws, if called upon to establish the availability under any applicable law of an exemption from registration of the Interests, the compliance with applicable law and any relevant exemptions thereto by the Fund, the General Partner or its affiliates, or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Fund, the General Partner or its affiliates are a party or by which they are or may be bound or if the information is required to facilitate the Fund’s investments. The Fund may also release information about the Subscriber (and any beneficial owners of the Subscriber) if directed to do so by the Subscriber, if compelled to do so by law or in connection with any government or self-regulatory organization request or investigation.
- (t) The Subscriber acknowledges that, if the Subscriber has used the services of a purchaser representative in connection with an investment in the Fund, such purchaser representative has disclosed, by submitting a Purchaser Representative Letter attached as Appendix 3 to these subscription documents, any material relationship between such purchaser representative or such purchaser representative’s affiliates and the Fund and its affiliates that now exists or mutually is understood to be contemplated or that has existed at any time during the previous two years, and further setting forth any compensation received or to be received as a result of such relationship.
- (u) The Subscriber acknowledges that in implementing the investment strategies of the Fund, the Investment Manager and/or Sub-Advisor may arrange, without the Limited Partner’s

consent, for securities to be bought or sold between the Fund and the accounts of other clients of the Investment Manager and/or Sub-Advisor, as applicable (including other partnerships and entities), in order to achieve the mix of securities required by the strategies.

If any answers provided or background documentation required under this Subscription Agreement is found to be false, forged, or misleading, the Subscriber understands that the General Partner may require such Subscriber to fully withdraw from the Fund as permitted under the Partnership Agreement.

- (v) The Subscriber has not been subject to any Disqualifying Event (as defined in Appendix 5 attached hereto) under Regulation D Rule 506(d) of the Securities Act and is not subject to any proceeding or event that could result in any such Disqualifying Event.
- (w) The Subscriber is not a New York resident within the meaning of Section 200.2(h) of the New York Codes, Rules and Regulations.

**3. Assumption of Risk Regarding the Token Units.** The Subscriber hereby represents, warrants, and covenants to the General Partner and the Fund as follows:

- (a) The Subscriber is fully aware of (i) the highly speculative nature of the Token Units, (ii) the financial hazards involved and (iii) the lack of liquidity of the Token Units and the restrictions on Transferability of the Token Units.
- (b) The Subscriber understands that the Token Units involve risks, all of which the Subscriber fully and completely assumes, including, but not limited to, the risk that (i) the technology associated with the Token Units or any technologies associated with applications, platforms or ecosystems with which the Token Units may operate, including, without limitation, smart contracts whose addresses may be whitelisted by the General Partner (any “Network Technologies”) will not function as intended, (ii) the Token Units or any or all Network Technologies will not be usable, (iii) the Network Technologies will fail to attract sufficient interest from key stakeholders, and (iv) the Network Technologies will not gain adoption and acceptance.
- (c) The Token Units will be issued, distributed, and delivered to, held on behalf of, and claimable by the Subscriber at the sole risk of the Subscriber on an “AS IS” and “UNDER DEVELOPMENT” basis.
- (d) Neither the Fund, the General Partner, the Investment Manager, any Sub-Advisor, nor any of their respective employees or affiliates operates or maintains any Network Technologies, and any Subscriber’s use of any Network Technologies will be at the sole risk of the Subscriber on an “AS IS” and “UNDER DEVELOPMENT” basis.
- (e) In the event that the Subscriber does not have and retain sole and exclusive possession to all of the private keys that are necessary and sufficient for controlling the transfer, disposition or other use of any Token Units or other Digital Assets (as defined in the Partnership Agreement) identified with each public blockchain address or wallet in which the Token Units may be held, the Subscriber may not have sole and exclusive possession and control over Token Units, and the Token Units may be transferred,

disposed of or used without the Subscriber's consent and, therefore, the Subscriber may temporarily or permanently lose possession or control over some or all of the Token Units.

- (f) In the event that any address does not technically support the Token Units, the Subscriber may fail to gain access, temporarily or permanently, to some or all of the Token Units.
- (g) In the event that (i) there is any error or typo in any address, (ii) any address is otherwise incomplete or (iii) any address is not a public address on the applicable blockchain or otherwise is not capable of technically supporting the applicable Token Units, the Subscriber may never gain access to some or all the Token Units and some or all the Token Units may be permanently lost and unrecoverable.
- (h) Token Units and/or any or all Network Technologies may be susceptible to bugs, exploits, hacks, phishing schemes, fraud, or other vulnerabilities, and Token Units and/or other Digital Assets may be temporarily or permanently lost in an event arising from any such vulnerability.

4. **U.S. Foreign Account Tax Compliance Act.** The Subscriber covenants that: (i) it will provide any form, certification or other information reasonably requested by and acceptable to the Fund that is necessary for the Fund (A) to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Fund receives payments or (B) to satisfy reporting or other obligations under the Code and the Treasury Regulations; (ii) it will update or replace such form, certification or other information in accordance with its terms or subsequent amendments; and (iii) it will otherwise comply with any reporting obligations imposed by the United States or any other jurisdiction, including reporting obligations that may be imposed by future legislation. The Subscriber understands and acknowledges that if Subscriber fails to provide any such form, certification or other information as requested, Subscriber would be subject to a withholding tax and the General Partner may take any action in relation to Subscriber's investment in the Fund or withdrawal proceeds to ensure that such withholding is economically borne by Subscriber.

5. **Rule 506(c) of Regulation D.** The Subscriber covenants that it will provide any form, certification or other information reasonably requested by and acceptable to the Partnership or third party service provider necessary for the Partnership to comply with the requirements set forth under Rule 506(c) of Regulation D, including, without limitation: (i) promptly responding to any questionnaire or survey to verify Subscriber's accredited investor status; (ii) promptly submitting any requested documentation to verify Subscriber's accredited investor status, which may include, without limitation: (A) income verification documentation, including Form 1040, Form W-2, spousal certification if income was earned jointly, and income certification, (B) net worth verification documentation, including but not limited to bank, brokerage or custodial statements, credit report, net worth certification, and spousal net worth certification and spousal credit report if assets held jointly, or (C) if Subscriber is an entity, documentation including but not limited to bank, brokerage, custodial or audited financial statements, and entity certification; and (iii) providing any further documentation necessary for the Partnership to comply with future legislation or rulemaking. The Subscriber understands and acknowledges that if Subscriber fails to provide any such form, certification or other information as requested, the General Partner may take any action in relation to Subscriber's Interest in the Partnership.

**6. Elections and Audits.** The Subscriber covenants and agrees to take any action reasonably requested by the Fund in connection with an election by the Fund under Section 6221(b) or 6226 of the Code, or an audit or a final adjustment of the Fund by a taxing authority (including, without limitation, promptly filing amended tax returns and promptly paying any related taxes, including penalties and interest). Without limiting the generality of the foregoing, the Subscriber covenants and agrees, if applicable, to take into account and report to the Internal Revenue Service any adjustment to its items for any reviewed year as notified to them by the Fund in a statement, in the manner provided in Section 6226(b), whether or not such Subscriber owns any Interests in the Fund in the year of the Fund's statement. Any Subscriber that fails to report its share of such adjustments on its U.S. tax return for its taxable year including the date of the Fund's statement as described immediately above shall indemnify and hold harmless the Fund, the General Partner, and each of their Affiliates from and against any and all liabilities related to taxes (including penalties and interest) imposed on the Fund as a result of the Subscriber's inaction. In addition, each Subscriber covenant and agrees to indemnify and hold harmless the Fund, the General Partner, and each of their affiliates from and against any and all liabilities related to taxes (including penalties and interest) imposed on the Fund (i) pursuant to Section 6221 of the Code, which liabilities relate to adjustments that would have been made to any item of income, gain, expense, deduction, loss or credit allocable to Partners for Federal income tax purposes allocated to such Subscriber had such adjustments been made for a tax year beginning prior to January 1, 2018 (and assuming that the Fund had not made an election to have Section 6221 of the Code as amended by P.L. 114-74 apply for such earlier tax years) and (ii) resulting from or attributable to such Subscriber's failure to comply with certain of its covenants contained in the Partnership Agreement.

**7. Anti-Money Laundering Representations.**

- (a) The Subscriber understands and agrees that the Fund 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 United States Treasury Department's Office of Foreign Assets Control<sup>1</sup> ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure,<sup>2</sup> unless the General Partner, or any other party that it may designate to perform anti-money laundering compliance for the Fund on its behalf, after being specifically

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<sup>1</sup> The OFAC list may be accessed on the web at <http://www.treas.gov/ofac>.

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

notified by the Subscriber in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted; or (iv) for a foreign shell bank<sup>3</sup> (such persons or entities in (i)–(iv) are collectively referred to as “Prohibited Persons”).

- (b) The Subscriber represents, warrants and covenants that: (i) it is not, nor is any person or entity controlling, controlled by or under common control with the Subscriber, a Prohibited Person; and (ii) to the extent the Subscriber has any beneficial owners,<sup>4</sup> (A) it has carried out thorough due diligence to establish the identities of such beneficial owners, (B) based on such due diligence, the Subscriber reasonably believes that no such beneficial owners are Prohibited Persons, (C) it holds the evidence of such identities and status and will maintain all such evidence for at least five years from the date of the Subscriber’s complete withdrawal from the Fund, and (D) it will make available such information and any additional information that the Fund may require upon request.
- (c) If any of the foregoing representations, warranties or covenants ceases to be true or if the Fund no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Fund may be obligated to freeze the Subscriber’s investment, either by prohibiting additional investments, declining or suspending any withdrawal requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Subscriber’s investment may immediately be involuntarily withdrawn by the Fund, and the Fund may also be required to report such action and to disclose the Subscriber’s identity to OFAC or other authorities. In the event that the Fund is required to take any of the foregoing actions, the Subscriber understands and agrees that it shall have no claim against the Fund, the General Partner, the Investment Manager, any Sub-Advisor, and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.
- (d) The Subscriber understands and agrees that any withdrawal proceeds paid to it will be paid to the same account from which the Subscriber’s investment in the Fund was originally remitted, unless the General Partner, in its sole discretion, agrees otherwise.

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<sup>3</sup> Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

<sup>4</sup> Beneficial owners will include, but not be limited to: (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an IRA; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Subscriber in an agent, representative, intermediary, nominee or similar capacity. If the 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 the Subscriber is a publicly-traded company, it need not conduct due diligence as to its beneficial owners.

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

- 8. Reliance on Representations and Warranties.** The Subscriber understands the meaning of the representations and warranties contained in this Subscription Agreement and in the Suitability Questionnaire and understands and acknowledges that the Fund and the General Partner are relying upon the representations and warranties contained in this Subscription Agreement and in the Suitability Questionnaire in determining whether the offering is eligible for exemption from the registration requirements contained in the Securities Act and in determining whether to accept the subscription tendered hereby. The Subscriber represents and warrants that the information contained in this Subscription Agreement and in the Suitability Questionnaire is true and correct as of the date hereof and agrees to notify immediately the General Partner of any changes in such information (or, if there have been any changes in the information provided to the Fund by the Subscriber in the Suitability Questionnaire since the date the Suitability Questionnaire was furnished, the Subscriber has advised the Fund in writing of such changes). In particular, but without limiting the generality of the foregoing, the Subscriber represents and warrants that the foregoing notification obligation shall continue to apply in the event that the Subscriber receives Token Units from an existing Limited Partner pursuant to a secondary transfer made in accordance with the Partnership Agreement. The Subscriber hereby agrees to indemnify and hold harmless the Fund and each general and limited partner thereof from and against any and all losses, damages, expenses, liabilities or reasonable attorneys' fees (including attorneys' fees and expenses incurred in a securities or other action in which no judgment in favor of the Subscriber is rendered) due to or arising out of (a) failure to notify the General Partner of any changes regarding the information contained in this Subscription Agreement or the Suitability Questionnaire or (b) a breach of any representation or warranty of the Subscriber, whether contained in the Partnership Agreement, this Subscription Agreement or the Suitability Questionnaire. Notwithstanding any of the representations, warranties, acknowledgments or agreements made in this Subscription Agreement and in the Suitability Questionnaire by the Subscriber, the Subscriber does not thereby or in any other manner waive any rights granted to the Subscriber under Federal or state securities law.
- 9. Survival of Representations and Warranties** In the event that this subscription is accepted, the Subscriber agrees that the representations, warranties and agreements set forth in this Subscription Agreement and in the Suitability Questionnaire shall survive the acceptance of this

subscription (including, without limitation, in respect of Token Units receives by the Subscriber from an existing Limited Partner pursuant to a secondary transfer made in accordance with the Partnership Agreement).

- 10. Indemnification.** The Subscriber agrees to indemnify and hold harmless the Fund, its General Partner, the Investment Manager, any Sub-Advisor, each of their affiliates, and each other person, if any, who controls, is controlled by, or is under common control with, any of the foregoing, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) arising out of or based upon (i) any false representation or warranty made by the Subscriber, or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber, in this Subscription Agreement or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction; or (ii) any action for securities law violations instituted by the Subscriber which is finally resolved by judgment against the Subscriber. The Subscriber also agrees to indemnify the Fund, the General Partner, the Investment Manager, any Sub-Advisor, and their affiliates and agents for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Subscriber's assertion of lack of proper authorization from the beneficial owner to enter into this Subscription Agreement or perform the obligations hereof.
- 11. Communications to Subscriber.** The Subscriber represents, warrants, and agrees that by providing the Fund with an e-mail address, Subscriber consents to the receipt of statements, reports and other communications (including but not limited to net asset value information, subscription and withdrawal activity, Schedule K-1 statements and audited financial statements) relating to the Fund and Subscriber's investment in the Fund in electronic form. Subscriber represents that Subscriber has accessed this Agreement as an Adobe PDF document and understands Adobe PDF will be the format in which Schedule K-1 statements will be provided. By consenting to electronic receipt of communications, Subscriber acknowledges that e-mails and other electronic communications from the Fund, the General Partner, the Investment Manager, any Sub-Advisor, and/or the Administrator may be accessed by recipients other than the Subscriber and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. The Fund, the General Partner, the Investment Manager, each Sub-Advisor, and the Administrator each give no warranties in relation to these matters. Subscriber understands and agrees that Subscriber's consent to receipt of electronic statements, reports and other communications shall be valid until Subscriber withdraws such consent by notifying the Fund and the General Partner in writing. Such withdrawal of consent will take effect on a subsequent date determined by the Fund and communicated to the Subscriber within a reasonable period of time after the Fund receives the written withdrawal of consent and the withdrawal of consent will not apply to any statements, reports or other communications that were furnished electronically before the date on which the withdrawal of consent becomes effective. Subscriber understands and agrees that Schedule K-1 statements will be furnished on paper if Subscriber does not consent to electronic receipt. Subscriber represents and warrants that Subscriber has all necessary hardware and software necessary to access, print and retain the electronic statements, reports, and other communications
- 12. Binding Nature.** Upon acceptance by the General Partner of the subscription of the Subscriber, the Subscriber will become a Limited Partner and be bound by the terms of the Partnership Agreement.

- 13. Entire Agreement.** This Subscription Agreement, together with the Partnership Agreement, constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings of the parties related hereto. This Subscription Agreement may only be modified or amended by an instrument in writing signed by the parties hereto.
- 14. Representation by Counsel.** The Subscriber understands that Cole-Frieman & Mallon LLP has acted as counsel to the Fund, the General Partner, the Investment Manager, and their affiliates in connection with this offering of Interests. In addition, the Subscriber understands that the Fund has selected Orrick Herrington & Sutcliffe LLP as legal counsel to the Fund, the General Partner, the Investment Manager, and their affiliates with respect to certain matters relating to the tokenization of Interests and other related matters (“Orrick” and together with Cole-Frieman & Mallon LLP, the “Fund Counsel”). The Subscriber also understands that, in connection with this offering of Interests and subsequent advice to the Fund, the General Partner, the Investment Manager, and their affiliates, Fund Counsel will not be representing investors in the Fund, including the Subscriber, and no independent counsel has been retained to represent investors in the Fund.

The Subscriber further acknowledges and agrees that Fund Counsel’s representation of the Fund, the General Partner, the Investment Manager and their respective affiliates is limited to specific matters as to which it has been consulted by the Fund, the General Partner, the Investment Manager and/or their respective affiliates. There may exist other matters which could have a bearing on the Fund, the General Partner, the Investment Manager, or their respective affiliates as to which it has not been consulted. In addition, Fund Counsel does not undertake to monitor the compliance of the General Partner and its affiliates with the investment program, valuation procedures and other guidelines set forth in the Memorandum, nor does it monitor compliance with applicable laws. In preparing the Memorandum, Fund Counsel relies upon information furnished to it by the Fund, the General Partner, the Investment Manager, and/or their respective affiliates, and does not investigate or verify the accuracy and completeness of information set forth therein concerning the Fund, the General Partner, the Investment Manager, and their respective affiliates and personnel.

Fund Counsel does not serve as counsel for any Sub-Advisor.

- 15. Power of Attorney.** The Subscriber hereby adopts and agrees to all of the terms and conditions of the Partnership Agreement and constitutes and appoints the General Partner (and any additional or substitute general partner) as the Subscriber’s true and lawful attorney-in-fact pursuant to Section 10.1 of the Partnership Agreement.
- 16. Applicable Law.** This Subscription Agreement will be governed by and construed under the laws of Delaware, without regard to Delaware’s rules of conflict of laws.
- 17. Construction.** If any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. Any provision hereof which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions hereof, and to this extent the provisions hereof shall be severable.



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

*[Signatures on following page.]*

## SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned has executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Subscriber (please print)

Signature of Authorized Signatory<sup>1</sup>

Title of Authorized Signatory (if any)

Signature of Authorized Signatory

Title of Authorized Signatory (if any)

TO BE COMPLETED BY THE GENERAL PARTNER

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

## ONDO I LP

By: ONDO I GP LLC  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

☐ OUSG Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OSTB Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OHYG Interests Subscription Amount: US\$ \_\_\_\_\_

☐ OMMF Interests Subscription Amount: US\$ \_\_\_\_\_

Effective Date of Subscription: \_\_\_\_\_

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

**ADDITIONAL REPRESENTATION WITH RESPECT TO INVESTMENT FROM AN IRA  
OR SELF-DIRECTED PENSION PLAN OR BY A DIRECTED TRUSTEE**

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

---

Name

---

Signature

Name and Address of Custodian/Trustee  
and Contact Individual:

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Account or Other Reference Number:

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Custodian's Tax I.D. Number:

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## LIMITED PARTNERSHIP AGREEMENT SIGNATURE PAGE

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to Ondo I LP (the “Fund”) initialed above as a Limited Partner it shall (i) be bound by each and every term and provision of the Limited Partnership Agreement of the Fund as the same may be duly amended from time to time in accordance with the provisions thereof; and (ii) become and be a party to said Limited Partnership Agreement of the Fund.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ THE LIMITED PARTNERSHIP AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.

---

Name of Subscriber (please print)

---

Signature of Authorized Signatory

---

Title of Authorized Signatory (if any)

---

Date

---

Signature of Authorized Signatory

---

Title of Authorized Signatory (if any)

## APPENDIX 1 – ADDITIONAL SUBSCRIPTION FORM

Ondo I LP  
c/o NAV Consulting, Inc.  
1 Trans Am Plaza Drive, Suite 400  
Oakbrook Terrace, IL 60181  
Transfer.agency@navconsulting.net

To Whom It May Concern:

The Subscriber is an existing Limited Partner in Ondo I LP (the “Fund”) and by this instrument subscribes for additional Interests in the Fund. The Subscriber reaffirms the accuracy of the representations and agreements contained in the Subscriber’s current Subscription Agreement, as if such representations and warranties were made and restated as of the date hereof. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Limited Partnership Agreement for the Fund, as the same may be amended from time to time (the “Partnership Agreement”).

The undersigned acknowledges that subscription amounts will be credited to the Fund within three (3) business days (subject to a shorter time period as determined by the General Partner in its sole discretion); provided that the undersigned submits the subscription amount in-kind or by wire at least three (3) business days prior to the relevant investment date (subject to waiver by the General Partner in its sole discretion) on which the investment will be made. In-Kind Contributions of Digital Asset(s), if permitted by the General Partner, may be sent to a wallet address specified in payment instructions provided separately by the General Partner along with any additional subscription instructions.

A Subscriber’s Capital Contribution will generally be credited to the Fund on the same Business Day, subject to the requirements as described immediately below.

Capital Contributions in connection with a subscription of OUSG Limited Partnership Interests must be received by the Fund at or prior to 4 p.m. Eastern Time of such Business Day. Capital Contributions in connection with a subscription of OUSG Limited Partnership Interests received by the Fund after 4 p.m. Eastern Time will be considered as a subscription in advance and be credited to the Fund on the following Business Day.

Capital Contributions in connection with a subscription of OMMF Limited Partnership Interests must be received by the Fund at or prior to 3 p.m. Eastern Time of such Business Day. Capital Contributions in connection with a subscription of OMMF Limited Partnership Interests received by the Fund after 3 p.m. Eastern Time will be considered as a subscription in advance and be credited to the Fund on the following Business Day.

Subscription amounts may also be sent by wire as follows:

Bank:	<input type="text"/>
Routing Number:	<input type="text"/>
Swift Code:	<input type="text"/> (for international wires only)
Account Number:	<input type="text"/>
For Credit to:	Ondo I LP
References:	[Subscriber’s Name]

The undersigned submits the following:

- ☐ OUSG Interests Subscription Amount: US\$ \_\_\_\_\_
- ☐ OSTB Interests Subscription Amount: US\$ \_\_\_\_\_
- ☐ OHYG Interests Subscription Amount: US\$ \_\_\_\_\_
- ☐ OMMF Interests Subscription Amount: US\$ \_\_\_\_\_

- Subscription Amount: US\$ \_\_\_\_\_
- **In-Kind Contribution.** The undersigned acknowledges that subscription amounts will be credited to the Fund on the first Business Day of the next calendar month, except as provided by the General Partner, in an amount equal to the value of the below Digital Assets as calculated by the Fund's Administrator, valued as of 11:59pm UTC on the date the In-Kind Contribution is credited to the Fund, in accordance with the General Partner's valuation policy. The Fund will follow up with the Subscriber to provide payment instructions separately.

Changes in relative value of the Digital Asset(s) against the U.S. dollar will affect the value of the In-Kind Contribution and may result in a Subscriber's Capital Account being credited with a higher or lower U.S. dollar value than the U.S dollar value of the In-Kind Contribution at the time it is sent to the Fund. Moreover, all of the risks of Digital Assets will thus be borne directly by the Subscriber during the period from when such In-Kind Contribution is accepted by the Fund and when such In-Kind Contribution is credited to the Fund.

#### **SUBSCRIPTION AMOUNT**

<b>IN-KIND CONTRIBUTION OF DIGITAL ASSETS</b>	<b>AMOUNT IN DIGITAL ASSETS<sup>1</sup> (please complete one box in this column if subscribing with Digital Assets)</b>
▪ USDC	
▪ USDT	
▪ Other Stablecoin (please specify):	

\_\_\_\_\_  
Name of Subscriber (please print)

\_\_\_\_\_  
Signature and Applicable Title (if any)

\_\_\_\_\_  
Date

<sup>1</sup> The value of Digital Assets will be determined based on the valuation provided by the Fund's Administrator as of 11:59pm UTC.

**APPENDIX 2 – REQUEST FOR WITHDRAWAL OF LIMITED PARTNERSHIP  
INTEREST**

Ondo I LP  
c/o NAV Consulting, Inc.  
1 Trans Am Plaza Drive, Suite 400  
Oakbrook Terrace, IL 60181  
Transfer.agency@navconsulting.net

To Whom It May Concern:

The undersigned limited partner (the “Limited Partner”) of Ondo I LP (the “Fund”) hereby requests that the Fund withdraw from the Limited Partner’s capital account in the Fund (the “Capital Account”) and pay the following amount to the Limited Partner as directed below:

(initial one)

\_\_\_\_\_ the entire balance of the Limited Partner’s Capital Account

\_\_\_\_\_ Class of Interests

☐ OUSG Interests

☐ OSTB Interests

☐ OHYG Interests

☐ OMMF Interests

\_\_\_\_\_ \$ \_\_\_\_\_

on the next available Withdrawal Date following receipt of this letter. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Limited Partnership Agreement for the Fund, as the same may be amended from time to time (the “Partnership Agreement”).

☐ By checking this box, the Limited Partner elects to make an Accelerated Withdrawal Election, subject to the Accelerated Withdrawal Fee, which shall be paid to the Fund, and subject further to the terms and conditions set out in the Partnership Agreement.

Same day withdrawals are not guaranteed, and the General Partner will use its best efforts to process and complete a Limited Partner’s Accelerated Withdrawal Election in connection with such Limited Partner’s withdrawal of its Capital Account. Any Accelerated Withdrawal Election not processed or completed on the same authorized Withdrawal Date will be processed and completed by the following Business Day.

The Accelerated Withdrawal Election in connection with a withdrawal of OUSG Limited Partnership Interests must be delivered to the General Partner at or prior to 10 a.m. Eastern Time of the applicable

Accelerated Payment Date. Accelerated Withdrawal Elections delivered to the General Partner after 10 a.m. Eastern Time will be treated as an Accelerated Withdrawal Election of the following Business Day.

The Accelerated Withdrawal Election in connection with a withdrawal of OMMF Limited Partnership Interests must be delivered to the General Partner at or prior to 9 a.m. Eastern Time of the applicable Accelerated Payment Date. Accelerated Withdrawal Elections delivered to the General Partner after 9 a.m. Eastern Time will be treated as an Accelerated Withdrawal Election of the following Business Day.

The Subscriber understands and agrees that any withdrawal proceeds paid to it will be paid to the same account from which the Subscriber’s investment in the Fund was originally remitted, unless the General Partner, in its sole discretion, agrees otherwise.

Sincerely,

\_\_\_\_\_  
Signature of Limited Partner

\_\_\_\_\_  
Name and Applicable Title (if any)

\_\_\_\_\_  
Date

Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_



### APPENDIX 3 – PURCHASER REPRESENTATIVE LETTER

Re: Ondo I LP  
Offering of Interests

To: \_\_\_\_\_  
(Name of Subscriber)

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

1. The following is a description of all material relationships between (a) the undersigned purchaser representative and the affiliates of the undersigned and (b) Ondo I LP (the “Fund”), its General Partner, its Investment Manager, any Sub-Advisors, and their respective affiliates that now exist or are mutually understood to be contemplated or that have existed at any time during the previous two years, and all compensation received or to be received as a result of such relationships. (If there are no such relationships or compensation answer “none”): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. The following is my present occupation:  
\_\_\_\_\_
3. The following is my knowledge and experience with respect to my ability to evaluate the merits and risks of investing in a private placement of interests in a limited partnership:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. I am not an affiliate of the Fund or any of its affiliates. I have the necessary knowledge and experience in financial and business matters so that I am capable of evaluating the merits and risks of an investment in a private placement of interests in a limited partnership of the type described in the Confidential Private Placement Memorandum issued by the Fund.

\_\_\_\_\_  
Name of Purchaser Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address and Telephone Number

## **APPENDIX 4 – ANTI-MONEY LAUNDERING SUPPLEMENT**

In order to comply with relevant anti-money laundering legislation, the Fund and the General Partner require the delivery of the information and documents requested below for all Subscribers.

### **Individuals**

- Valid government-issued photo ID (U.S. Driver's License, state identification or Passport).
- A completed Exhibit B providing payment information details.

### **Partnerships**

- Certificate of Partnership or equivalent;
- A current executed Limited Partnership Agreement or equivalent, identifying the General Partner and/or the persons authorized to sign the Subscription Documents;
- A list or completed Exhibit A providing details of individuals or entities who have 25% or more ownership (directly or indirectly) including their Name and Country of Citizenship; and
- A completed Exhibit B providing payment information details.

### **Trusts**

- Trust Agreement or relevant portions thereof, including the grantor declarations page and signature pages, and any other portions showing appointment and authority of trustee(s);
- Individual identification (see above) for all Trustees;
- A list or completed Exhibit A providing details of individuals or entities who have 25% or more ownership (directly or indirectly) including their Name and Country of Citizenship; and
- A completed Exhibit B providing payment information details.

### **Corporations**

- Certificate of due formation and organization (e.g. Certificate of Incorporation);
- Articles of Incorporation;
- List of officer signatures *or* signed, certified corporate resolutions identifying the corporate officer(s) authorized to sign the Subscription Documents;
- A list or completed Exhibit A providing details of individuals or entities who have 25% or more ownership (directly or indirectly) including their Name and Country of Citizenship; and
- A completed Exhibit B providing payment information details.

### **Limited Liability Companies**

- Certificate of Formation or equivalent;
- A current executed Limited Liability Company Agreement, Operating Agreement or equivalent identifying the Managing Member(s) authorized to sign the Subscription Documents;
- A list or completed Exhibit A providing details of individuals or entities who have 25% or more ownership (directly or indirectly) including their Name and Country of Citizenship; and
- A completed Exhibit B providing payment information details.

## **EXHIBIT A**

### **BENEFICIAL OWNERSHIP INFORMATION**

Instructions: Please complete and return this Exhibit A and provide the name of every person who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more. If the intermediary's shareholders or partners are not individuals, continue up the chain of ownership listing their 25% or more equity interest holders until individuals are listed. If there are no 25% beneficial owners, please write None.

<u>Full Name</u>	<u>Country of Citizenship</u> <u>(for Individuals) or</u> <u>Principal Place of</u> <u>Business (for Entities)</u>

**EXHIBIT B**

**PAYMENT INFORMATION**

Instructions: Please complete and return this Exhibit B. For anti-money laundering purposes, please describe specifically:

1. The source of the money/wealth/income used for the investment in the Fund:

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2.  
(a) For Individuals: the occupation of the Subscriber:

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OR

- (b) For Entities: the nature of the Subscriber's business:

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3. Purpose of the investment in the Fund:

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4. Expected frequency of transactions:

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## APPENDIX 5 – DISQUALIFYING EVENTS

In order to determine if a Subscriber has been subject to any event specified in Rule 506(d)(1) of the Securities Act or any proceeding or event that could result in any such disqualifying event that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in a disqualification under Rule 506(d)(1) of the Fund's use of the Rule 506 exemption, a Subscriber will be deemed to be subject to a “disqualifying event” if the Subscriber would be a beneficial owner of twenty (20%) or more of the Fund's Interests, within the meaning of Rule 506(d) of the Securities Act and:

(i) has been convicted, within ten years as of the date hereof (or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the U.S. Securities and Exchange Commission (the “SEC”) or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(ii) is subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years as of the date hereof that restrains or enjoins such person from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the Commission, or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

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

(iv) is subject to an order of the Commission entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934, as amended or Section 203(e) or (f) of the Investment Advisers Act of 1940, as amended, that as of the date hereof (A) suspends or revokes such person's registration as a broker, dealer, municipal securities dealer or investment adviser, (B) places limitations on the activities, functions or operations of such person; or (C) bars such person from being associated with any entity or from participating in the offering of any penny stock;

(v) is subject to any order of the Commission entered within five years of the date hereof that presently orders the Subscriber to cease and desist from committing or causing a violation or future violation of (A) any scienter-based anti-fraud provision of the federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933, section 10(b) of the Securities Exchange Act of 1934, section 15(c)(1) of the Securities Exchange Act of 1934

and section 206(1) of the Investment Advisers Act of 1940, or (B) any other rule or regulation thereunder or Section 5 of the Securities Act of 1933;

(vi) is, as of the date hereof, suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association (including FINRA) for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

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

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

**APPENDIX 6 – ACCREDITED INVESTOR VERIFICATION LETTER (FOR ALL  
SUBSCRIBERS USING THIRD PARTY VERIFICATION)**

[Verifier's Letterhead]

Ondo I LP  
c/o Ondo I GP LLC  
500 West Putnam Avenue Suite 400  
Greenwich, CT 06830

To Whom It May Concern:

\_\_\_\_\_ (“Investor”) has requested that the undersigned provide Ondo I LP, a Delaware limited partnership (the “Fund”), with this Accredited Investor Verification Letter (the “Letter”) to assist the Fund in its verification of Investor’s status as an “accredited investor” within the meaning of Rule 501(a) of the Securities Act of 1933, in connection with Investor’s potential subscription for a partnership interest (the “Interest”) in the Fund.

I/We hereby certify that I am / we are (please check the appropriate box):

- ☐ a registered broker-dealer, as defined in the Securities Exchange Act of 1934;
- ☐ an investment adviser registered with the Securities and Exchange Commission;
- ☐ a licensed attorney in good standing under the laws of the jurisdiction in which I am admitted to practice law; or
- ☐ a certified public accountant in good standing under the laws of the place of my residence or principal office.

Based solely on a review of the Investor Materials (as defined below), the undersigned hereby advises the Fund that Investor satisfied one or more of the following criteria (check all boxes that apply):

Individuals

- ☐ a natural person whose individual “net worth”, or joint net worth with Investor’s spouse (or spousal equivalent), exceeds \$1,000,000;
- ☐ A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with Investor’s spouse (or spousal equivalent) 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;

### Institutions

- ☐ (i) any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; or any employee benefit plan within the meaning of ERISA if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- ☐ (ii) any organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- ☐ (iii) any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- ☐ (iv) any entity in which all of the equity owners are accredited investors (if checked, each equity owner of the entity must individually complete and submit this Letter);
- ☐ (v) any entity, of a type not listed in paragraphs (i) to (iv), not formed for the specific purpose of acquiring the securities offered, owning “investments” (as defined in the Investment Company Act) in excess of \$5,000,000;
- ☐ (vi) any “family office”, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act: (a) with assets under management in excess of \$5,000,000, (b) that is not formed for the specific purpose of acquiring the securities offered, and (c) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- ☐ (vii) any “family client”, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, of a family office meeting the requirements in paragraph (vi) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (vi)(c) above.

In connection with this Letter, the undersigned has reviewed the original or photocopies of the following documents as provided by Investor (the “Investor Materials”) (please check the appropriate box or boxes):

- ☐ Form 1040 filed with the Internal Revenue Service by Investor for the two most recent years;
- ☐ Form 1099 filed with the Internal Revenue Service by Investor for the two most recent years;
- ☐ Schedule K-1 of Form 1065 filed with the Internal Revenue Service by Investor for the two most recent years;



☐ Form K-1 of Form 1065 filed with the Internal Revenue Service by Investor for the two most recent years;

☐ Form W-2 issued by the Internal Revenue Service to Investor for the two most recent years;

☐ Other Internal Revenue Service documents (please specify):

\_\_\_\_\_;

☐ Bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to Investor, dated within three months of the date of this Letter;

☐ Balance sheet listing current assets and liabilities dated within three months of the date of this Letter, along with supporting documentation to verify such amounts;

☐ Other documents (please specify):

\_\_\_\_\_.

In delivering this Letter, I/we have relied upon and assumed the accuracy of the Investor Certifications below. I/We do not have any basis which causes me/us to believe the Investor Materials are not accurate or complete; however, I/we have not conducted any independent investigation or evaluation of the Investor Materials or the underlying information reflected therein. I/We make no representation or warranty that Investor Materials were accurately prepared, agree with source documents, or were properly filed, or otherwise vouch for the accuracy of the Investor Materials.

This Letter is limited to the matters expressly set forth herein and speaks only as of the date set forth below. Nothing may be inferred or implied beyond the matters expressly contained herein. This Letter may be relied upon by the Fund in connection with the offering of Interests.

☐ By checking this box I/we represent and certify that this template letter has not been altered or modified in any way from its original form.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_ (if applicable)

Title: \_\_\_\_\_ (if applicable)

[over]

## INVESTOR CERTIFICATIONS

The undersigned, being the Investor identified above, hereby represents and warrants that the following statements are true, correct and complete as of the date below:

- All Investor Materials referenced above are true, correct and complete as of the Certification Date;
- I have fully and accurately disclosed all liabilities that are required to be included in the calculation of my net worth as described above; and
- If I am relying on my income and/or that of my spouse to satisfy the requirements for being an accredited investor, I have a reasonable expectation of reaching individual income in excess of \$200,000 or joint income with my spouse (or spousal equivalent) in excess of \$300,000 in the current year.

I hereby affirm that the foregoing is accurate and complete.

Dated: \_\_\_\_\_

Investor Name: \_\_\_\_\_

Investor Signature: \_\_\_\_\_

By: \_\_\_\_\_ (if applicable)

Title: \_\_\_\_\_ (if applicable)