

**Subscription, Redemption and Transfer Agreement**

**Block Majority Australian Yield Fund**

**Block Majority Pty Ltd (Trustee)**

**Date:** {date}

**Investor Name:** {signer\_name}

**Investor Wallet Address:** {signer\_wallet\_address}

**Fund Name:** Block Majority Australian Yield Fund

**Trustee:** Block Majority Pty Ltd

**Website for Subscription:** blockmajority.io

**Information Memorandum:** Block Majority Australian Yield Fund, dated July 2024

**Terms and Conditions:**

1. **Subscription Eligibility:**

* Subscriptions are only eligible to Wholesale Investors in Australia.

2. **Subscription and Acceptance:**

* The investor agrees to subscribe for units in the Block Majority Australian Yield Fund (the "Fund") upon the terms and conditions set forth in this agreement and the Information Memorandum.
* The Trustee agrees to issue the subscribed units in the Fund to the investor upon the terms and conditions set forth in this agreement and the Information Memorandum

3. **Representations and Warranties:**

* The investor represents and warrants that they have read and understood the Information Memorandum.
* The investor confirms they meet the eligibility criteria for investing in the Fund.

4. **Payment of Subscription Amount:**

* The investor agrees to transfer the subscription amount upon the terms and conditions set forth in this agreement and the Information Memorandum

5. **Issuance of AYF Tokens:**

* The Trustee agrees to issue the subscribed units in the Fund to the investor upon the terms and conditions set forth in this agreement and the Information Memorandum

6. **Acknowledgment of Risks:**

* The investor acknowledges that investing in the Fund involves risks, including the potential loss of principal.
* The investor confirms they have the financial ability to bear the risks associated with the investment.

7. **Digital Security:**

* The investor is responsible for maintaining the security the private keys for their digital wallet.
* The Trustee is not liable for any loss resulting from unauthorized access to the investor's account or wallet or failure of the ethereum blockchain which could impact the transfer and storage of AYF tokens.

8. **Redemption:**

* **Redemption Process:** The investor and the Trustee agree to follow the Redemption Process upon the terms and conditions set forth in this agreement and the Information Memorandum
* **Redemption Price:** The Redemption Price is calculated upon the basis set forth in the Information Memorandum
* **Redemption Fee:** A Redemption Fee of 0.20% of the Redemption Amount will be charged upon redemption.
* **Redemption Amount:** The net Redemption Amount will be paid to the Investor in AUDC Stablecoins to the Investor's whitelisted wallet.

**9. Transfer of Units:**

* The investor agrees to transfer for units in accordance with the Transfer Process in the Information Memorandum

**10**. **Governing Law:**

* This agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia.

{main\_signer}