

EXHIBIT A

# SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE

OF

**Dizraptor Fund 1040, LLC**

(for sole individual investors)

# SUBSCRIPTION INSTRUCTIONS

## Dizraptor Fund 1040, LLC

A subscription to invest in *Dizraptor Fund 1040, LLC* (the “Company”) may be made only by means of the completion, delivery and acceptance of the subscription documents in this package as follows:

- **Subscription Agreement and Investor Questionnaire:** Complete all requested information in this Subscription Agreement and Investor Questionnaire and date and sign the signature page.
- **Limited Liability Company Agreement:** Date and sign the counterpart signature page to the Limited Liability Company Agreement of the Company (the “*LLC Agreement*”) attached as *Appendix A*.
- **Certification of Non-Foreign Status and Substitute Form W-9 or Form W-8:** Complete and sign the Certification of Non-Foreign Status and Substitute Form W-9 attached as *Appendix B* or, for non-U.S. investors, the applicable Form W-8, to certify your tax identification number or status.

**Additional Required Documents.** Dizraptor Management, LLC, the manager of the Company (the “*Manager*”), reserves the right to request any additional documentation necessary to verify the identity of a prospective investor in the Company and to comply with any information collection and reporting requirements that may be required by law. Please be aware that your failure to provide such documentation may delay your acceptance by the Manager or cause your subscription request to be rejected entirely. The Company and the Manager shall be held harmless by any such prospective investor against any loss arising as a result of a failure to provide any requested documentation.

**Additional Information.** For additional information concerning subscriptions, prospective investors should contact the Manager, Telephone: +1 302 4402232, Electronic mail: [help@dizraptor.app](mailto:help@dizraptor.app)

# SUBSCRIPTION AGREEMENT

## Dizraptor Fund 1040, LLC

The offering of limited liability companys described herein has not been registered under the Securities Act of 1933, as amended (the “*Securities Act*”), or under any securities laws of any state of the United States or any other jurisdiction. This offering is made pursuant to Rule 506 of Regulation D under Section 4(a)(2) of the Securities Act, which exempts from such registration transactions not involving a public offering. For this reason, these limited liability companys will be sold only to investors who meet certain minimum suitability qualifications described herein.

An investor should be prepared to bear the economic risk of an investment in the Company for an indefinite period of time because the limited liability companys in the Company have not been registered under the Securities Act or under any securities laws of any state of the United States or the laws of any other jurisdiction, and, therefore, cannot be sold unless they are subsequently registered or an exemption from registration is available. There is no obligation of the Company to register the limited liability companys in the Company under the Securities Act or under any securities laws of any state of the United States or the laws of any other jurisdiction. Transfer of the limited liability companys in the Company is also restricted by the terms of the LLC Agreement relating thereto.

## PART I – APPLICABLE TO ALL INVESTORS

**This SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE** (this “*Agreement*”) is entered into between *Dizraptor Fund 1040, LLC*, a Delaware limited liability company (the “*Company*”), whose sole manager is Dizraptor Management, LLC, a Delaware limited liability company (the “*Manager*”), and the investor identified on Schedule A hereto (the “*Investor*”) in connection with the Investor’s purchase of a limited liability company interest in the Company (an “*Interest*” and such interests as offered and sold to all investors, the “*Interests*”), and, to the extent the Investor is not already a Member, the Investor’s admission as a Member therein pursuant to the Limited Liability Company Agreement of the Company, as amended from time to time (the “*LLC Agreement*”). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the LLC Agreement.

The Investor hereby subscribes for an Interest, and the Manager, the Company and the Investor hereby agree as follows:

### 1. **Subscription for an Interest.**

Subject to the terms and conditions set forth in this Agreement, the Investor agrees:

- a. to purchase from the Company an Interest at a purchase price equal to the amount set forth on the Investor’s signature page hereto on the line captioned “*Capital Commitment*” or such lesser amount as the Manager may accept pursuant to paragraph 3(b) of this Agreement (the Investor’s “*Capital Commitment*”), payable in the manner and at the times provided in the LLC Agreement;
- b. to the extent the Investor is not already a party to the LLC Agreement, to become a party to, and be bound by all the terms and provisions of, the LLC Agreement and to perform all obligations therein imposed upon a Member with respect to the Investor’s Interest;
- c. to the extent the Investor is not already a Member, to become

a Member: and

- d. to provide a photocopy of a valid US Driver's License or State ID, or a copy a valid Passport.

## 2. **Contribution.**

The Investor agrees to contribute, in installments in United States Dollars, an aggregate amount equal to the Investor's Capital Commitment pursuant to the terms of, and at the times required by, the LLC Agreement. All payments of the Investor's Capital Commitment shall be made by check made payable to "*Dizraptor Fund 1040, LLC*" or by wire transfer pursuant to instructions provided by Manager. The Investor understands that, except as otherwise provided in the LLC Agreement, the Investor may not make less than the full amount of any required installment of its Capital Commitment or return less than the total amount of distributions required to be returned, and that default provisions with respect thereto, pursuant to which the Investor may suffer substantial adverse consequences (including, but not limited to, the loss of its entire investment in the Company), are contained in the LLC Agreement.

## 3. **Acceptance of Capital Commitment; LLC Agreement.**

The Investor understands and agrees that this subscription is made subject to the following terms and conditions:

- a. The Manager shall have the right to review the suitability of any person desiring to purchase an Interest and, in connection with such review, to waive such suitability standards as to such person as the Manager deems appropriate under applicable law;
- b. The Manager shall have the right, in its sole and absolute discretion, to reject this subscription, in whole or in part, and the subscription shall be deemed to be accepted by the Manager only when the Investor has been admitted to the Company as a Member;

- c. The Manager shall have no obligation to accept subscriptions in the order received;
- d. The Investor hereby requests and authorizes the Manager to enter the Investor's name in the books and records of the Company as holder of an Interest;
- e. The Interest to be created on account of this subscription shall be created only in the name of the Investor, and the Investor agrees to comply with the terms of the LLC Agreement and to execute any and all further documents necessary in connection with becoming a Member; and
- f. The Investor shall comply with the restrictions on transfer of Interests contained in the LLC Agreement.

**4. Company's Conditions to Closing.**

The Company's obligations hereunder are subject to acceptance by the Manager of the Investor's subscription and to the fulfillment, prior to or at the time of closing of the transactions contemplated in this Agreement (the "*Closing*"), of each of the following conditions:

- a. The representations and warranties of the Investor contained in this Agreement shall be true and correct at the time of the Closing; and
- b. All proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be satisfactory in substance and form to the Manager, the Company, and legal counsel to the Manager when acting on behalf of the Company, if applicable ("*Company Counsel*"), and the Manager, the Company, or Company Counsel shall have received all such counterpart originals or certified or other copies of such documents as the Manager may request.

**5. Investor's Representations and Warranties.**

In connection with the Investor's purchase of an Interest, the Investor makes the following representations and warranties on which the

Manager, the Company, Dizraptor Adviser, LLC (the “*Investment Manager*”), and Company Counsel are entitled to rely:

- a. The Investor has received, read carefully, and understands the Private Placement Memorandum provided by the Company, as amended and/or supplemented from time to time (the “*Memorandum*”), the LLC Agreement, and this Agreement, and has consulted with its own attorney, accountant, or investment adviser with respect to the investment contemplated hereby and its suitability for the Investor. No representations or warranties have been made to the Investor by the Company, the Manager, the Investment Manager, or any agent of said persons, other than as set forth in the Memorandum, the LLC Agreement, and this Agreement.
- b. The Investor is acquiring the Interest solely for the Investor’s own account and not directly or indirectly for the account of any other person whatsoever (or, if the Investor is acquiring the Interest as a trustee, solely for the account of the trust or trust account named herein) for investment and not with a view to, or for sale in connection with, any distribution of the Interests. The Investor does not have any contract, undertaking, or arrangement with any person to sell, transfer, or grant a participation to any person with respect to the Interests.
- c. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of an investment in an Interest, and the Investor is able to bear the economic risk of such investment including the risk of complete loss.
- d. The Investor has had access to such information concerning the Company as the Investor deems necessary to enable the Investor to make an informed decision concerning the purchase of an Interest. The Investor has had access to representatives of the Investment Manager and the opportunity to ask questions of, and receive answers satisfactory to the Investor from, such representatives

concerning the offering of Interests and the Company generally. The Investor has obtained all additional information requested by the Investor to verify the accuracy of all information furnished in connection with the offering of Interests and evaluate the merits and risks of an investment in an Interest or otherwise relative to the proposed activities of the Company.

- e. The Investor understands that the Interests have not been registered under the United States Securities Act of 1933, as amended (the “*Securities Act*”), or any securities law of any state of the United States or any other jurisdiction, in each case in reliance on an exemption for private offerings.
- f. The Investor is aware that (i) the Investor must bear the economic risk of investment in the Interest for an indefinite period of time, possibly until final winding up of the Company, (ii) because the Interests have not been registered under the Securities Act, there is currently no public market therefor, and it is not anticipated that such a market will ever develop, (iii) the Investor may not be able to avail itself of the provisions of Rule 144 of the Securities Act governing public resale of restricted securities with respect to the Interest, and (iv) the Interest cannot be sold or otherwise disposed of unless subsequently registered under the Securities Act or an exemption from such registration is available. The Investor understands that the Company is under no obligation, and does not intend, to effect any such registration at any time. The Investor also understands that sales or transfers of the Interests are further restricted by the provisions of the LLC Agreement and, as applicable, securities laws of other jurisdictions and the states of the United States. The Investor has no need for liquidity in connection with its purchase of the Interest and is able to bear the risk of loss of its entire investment in the Interest.
- g. The Investor agrees not to resell or otherwise transfer all or any part of its Interest, except as permitted by law, including, without limitation, any regulations under the Securities Act



and the applicable securities acts or similar statutes of the jurisdiction in which the Investor resides or is domiciled, including all regulations and rules of such laws, together with applicable published policy statements, instruments, notices, and blanket orders or rulings of general application (collectively, "*Applicable Securities Laws*"), and the terms of this Agreement and the LLC Agreement. The transfer of an Interest is restricted by and subject to the terms of the LLC Agreement and the consent of the Manager.

- h. The Company is relying on (and the offering of Interests is conditional upon) an exemption from the requirement to provide the Investor with a prospectus under the Applicable Securities Laws and, as a consequence of acquiring an Interest pursuant to such exemption, certain protections, rights, and remedies provided by the Applicable Securities Laws, including statutory rights of rescission or damages, may not be or may only be partially available to the Investor, or others for whom it is contracting hereunder. Such persons may not receive information that would otherwise be required to be provided under the Applicable Securities Laws and the Company is relieved from certain obligations that would otherwise apply under the Applicable Securities Laws. The Investor acknowledges that the Investor is purchasing the Interest without being furnished any offering literature or prospectus other than the Memorandum, the LLC Agreement, and this Agreement. The Investor did not rely on any information whatsoever, except for the Memorandum, this Agreement, or the LLC Agreement, to make such decision and such materials were not accompanied by any advertisement, including, without limitation, in printed public media, radio, television, or telecommunications, including electronic display and the internet, or part of a general solicitation.
- i. The Investor acknowledges that it is not purchasing an Interest as a result of or subsequent to (i) any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media (including any internet site that is not password protected) or broadcast over television or radio,

or (ii) any seminar or meeting whose attendees, including the Investor, had been invited as a result of, subsequent to or pursuant to the foregoing.

- j. The Company is not being registered, and the Manager does not have any intention of registering the Company, as an “investment company” as the term “investment company” is defined in Section 3(a) of the U.S. Investment Company Act of 1940, as amended (the “*Investment Company Act*”). Neither the Manager, the Investment Manager, nor their respective officers, directors, managers, stockholders, members, partners, affiliates, or employees, nor any other person selected by the Manager to act as agent or adviser of the Company with respect to managing the affairs of the Company is currently intended to be registered as an investment adviser under the U.S. Investment Advisers Act of 1940, as amended (the “*Advisers Act*”).
- k. The purchase of an Interest by the Investor is consistent with the general investment objectives of the Investor. The Investor hereby acknowledges that it has not relied on the Manager, the Investment Manager, or any of their respective officers, directors, managers, stockholders, members, partners, affiliates, or employees for investment advice with respect to an investment in the Company.
- l. The Investor’s full legal name, true, and correct address of residence (for individuals) or principal place of business (for entities), phone number, fax number, electronic mail address, United States taxpayer, passport or other identification number (each, if applicable), and other contact information are provided in this Agreement.
- m. The Investor received the Memorandum, this Agreement, and the LLC Agreement and first learned of the Company in the jurisdiction listed as the address of the Investor set forth in this Agreement and intends that the Applicable Securities Laws of that jurisdiction alone shall govern this transaction. If the Investor is not a resident of the United States, the Investor understands that it is the responsibility of the Investor to

satisfy itself as to full observance of the laws of any relevant territory outside of the United States in connection with the offer and sale of the Interests, including obtaining any required governmental or other consent or observing any other applicable formalities.

- n. The execution and delivery of the LLC Agreement and this Agreement, the consummation of the transactions contemplated thereby and the performance of the obligations thereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule, or regulation, applicable to the Investor.
- o. No suit, action, claim, investigation, or other proceeding is pending or, to the best of the Investor's knowledge, is threatened against the Investor that questions the validity of the LLC Agreement or this Agreement or any action taken or to be taken pursuant to the LLC Agreement or this Agreement.
- p. The Investor has full power and authority to make the representations referred to in this Agreement, to purchase an Interest pursuant to this Agreement and the LLC Agreement, and to deliver and perform its obligations under the LLC Agreement and this Agreement. The LLC Agreement and this Agreement create valid and binding obligations of the Investor and are enforceable against the Investor in accordance with their terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws affecting creditors' rights, and subject to general equity principles and to limitations on availability of equitable relief, including specific performance.
- q. The Investor acknowledges that the Investor understands the meaning and legal consequences of the representations and warranties made by the Investor herein. Such representations and warranties are complete and accurate, shall be complete and accurate at the time of the Closing and may be relied

upon by the Company, the Manager, the Investment Manager, and Company Counsel. Said representations and warranties shall survive delivery of this Agreement and the LLC Agreement. If in any respect such information shall not be complete and accurate prior to the time of the Closing, the Investor shall give immediate written notice of such incomplete or inaccurate information to the Manager, specifying which representations or warranties are not complete and accurate and the reasons therefor. In the event that after the time of the Closing the Investor becomes aware that any of the representations and warranties made by the Investor herein become incomplete or inaccurate as of such time, the Investor shall give immediate written notice of such incomplete or inaccurate information to the Manager, specifying which representations or warranties are not complete and accurate and the reasons therefor.

- r. The Investor hereby agrees to indemnify and hold harmless the Company, Company Counsel, the Investment Manager, the Manager, and each partner, shareholder, member, managing director, manager, director, officer, consultant, agent, affiliate, or employee thereof (each, an "*Indemnified Party*") from and against any and all loss, damage, or liability due to or arising out of any inaccuracy or breach of any representation or warranty of the Investor or failure of the Investor to comply with any covenant or agreement set forth herein or in any other document furnished by the Investor to any Indemnified Party specifically supplementing the information in this Agreement. The Investor shall reimburse each Indemnified Party for its legal and other fees and expenses (including the cost of any investigation and preparation) as they are incurred in connection with any such claim, action, proceeding, or investigation. The reimbursement and indemnification obligations of the Investor under this paragraph shall survive any Closing applicable to the Investor (or, if this Agreement is terminated, such termination) and shall be in addition to any liability which the Investor may otherwise have (including, without limitation, liabilities under the LLC Agreement), and shall be

binding and inure to the benefit of any successors, assigns, heirs, estates, executors, administrators, and personal representatives of the Indemnified Parties.

- s. The Investor confirms that the Investor has been advised to consult with the Investor's attorney regarding legal matters concerning the Company and to consult with independent tax advisers regarding the tax consequences of investing in the Company. The Investor acknowledges that it understands that any anticipated United States federal or state income tax benefits may not be available and, further, may be adversely affected through adoption of new laws or regulations or amendments to existing laws or regulations. The Investor acknowledges and agrees that the Company is providing no warranty or assurance regarding the ultimate availability of any tax benefits to the Investor by reason of the Investor's investment in the Company. The Investor has consulted with, and relied solely upon, its own accountant or tax advisors in connection with its decision to acquire an Interest.
- t. The Investor understands that information relating to the Investor shall appear on the financial statements and other records of the Company. The Investor acknowledges and agrees that other Members may receive such information as permitted by the LLC Agreement or as required by applicable laws and may share such information with their advisors and other parties.
- u. The following representations are included with the intention of enabling the Company to qualify for the benefit of a "safe harbor" under Treasury Regulations from treatment of the Company as an entity subject to corporate income tax. *Either:*
  - i. The Investor is not a partnership, grantor trust, or Subchapter S corporation for U.S. federal income tax purposes, or
  - ii. The Investor is a partnership, grantor trust, or Subchapter S corporation for U.S. federal income tax purposes, but (1) at no time during the term of the

Company will 65% or more of the value of any beneficial owner's direct or indirect interest in the Investor be attributable to the Investor's interest in the Company, (2) less than 65% of the value of the Investor is attributable to the Investor's interest in the Company, and (3) permitting the Company to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the Treasury Regulations is not a principal purpose of any beneficial owner of the Investor in investing in the Company through the Investor.

If the Investor is unable to make either of such representations, the Investor hereby agrees to provide the Manager, prior to the effective date of the purchase of an Interest, with evidence (including opinions of counsel, if requested) satisfactory in form and substance to the Manager relating to the status of the Company under Section 7704 of the U.S. Internal Revenue Code of 1986, as amended (the "*Code*"). Further, if at any time after the effective date of the purchase of an Interest the Investor can no longer make either of such representations, the Investor shall promptly notify in writing the Manager.

- v. The Investor understands and agrees that the Manager may cause the Company to make an election under Section 754 of the Code or an election to be treated as an "electing investment partnership" for purposes of Section 743 of the Code. If the Company elects to be treated as an electing investment partnership, the Investor shall cooperate with the Company and the Manager to maintain that status and shall not take any action that would be inconsistent with such election. Upon request, the Investor shall provide the Manager with any information necessary to allow the Company to comply with (a) its obligations to make tax basis adjustments under Sections 734 or 743 of the Code and (b) its obligations as an electing investment partnership.

- w. The Investor has carefully reviewed and understands the various risks of an investment in the Company, as well as the fees and conflicts of interest to which the Company is subject, as set forth in this Agreement, the Memorandum, and the LLC Agreement. The Investor hereby consents and agrees to the payment of the fees so described to the parties identified as the recipients thereof, and to such conflicts of interest.
- x. The Investor is not subject to any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act.

6. Anti-Money Laundering Regulations.

The Investor hereby acknowledges that the Manager and the Company’s intent is to comply with all applicable federal, state and local laws designed to combat money laundering and similar illegal activities, including the provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “*USA PATRIOT Act*”). In furtherance of such efforts, the Investor hereby represents, covenants, and agrees that, to the best of the Investor’s knowledge based on reasonable investigation:

- a. None of the Investor’s capital contributions to the Company (whether payable in cash or otherwise) shall be derived from or related to money laundering or similar activities deemed illegal under U.S. federal laws and regulations.
- b. No contribution or payment by the Investor to the Company, to the extent that such contribution or payment is within such Investor’s control, and no distribution to such Investor (assuming it is made with instructions provided to the Manager by such Investor) shall cause the Company, the Manager, the Investment Manager, or any of their respective officers, directors, managers, stockholders, members, partners, affiliates, or employees to be in violation of U.S. federal anti-money laundering laws, including without limitation the U.S. Bank Secrecy Act of 1970, the U.S. Money Laundering Control Act of 1986, the U.S. International Money

Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the USA PATRIOT Act or any other anti-money laundering laws or regulations, in each case, such statute as amended to date and any successor statute thereto and including all regulations promulgated thereunder.

- c. When requested by the Manager, the Investor will provide any and all additional information, and the Investor understands and agrees that the Manager may release confidential information about the Investor and, if applicable, any underlying beneficial owner or Related Person<sup>1</sup> to any person, deemed reasonably necessary to ensure compliance with all applicable laws and regulations concerning money laundering and similar activities. The Manager reserves the right to request any information as is necessary to verify the identity of the Investor and the source of any payment to the Company. In the event of delay or failure by the Investor to produce any information required for verification purposes, the subscription by the Investor may be refused.
- d. Except as otherwise disclosed in writing to the Manager, the Investor represents and warrants that neither it, nor any person controlled by, controlling, or under common control with the Investor, any of the Investor's beneficial owners, any person for whom the Investor is acting as agent or nominee in connection with this investment, nor in the case of an Investor which is an entity, any Related Person is:
  - i. a Prohibited Investor;<sup>2</sup>

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<sup>1</sup> With respect to any entity, a "Related Person" shall mean any interest holder, director, senior officer, trustee, beneficiary or grantor of such entity; provided that in the case of any entity that is a publicly traded company or a tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is organized in the U.S. or is a U.S. government entity (a "Qualified Plan"), the term "Related Person" shall exclude any interest holder holding less than 5% of any class of securities of such publicly traded company and beneficiaries of such Qualified Plan.

<sup>2</sup> For purposes of this subparagraph (d), "Prohibited Investor" shall mean a person or entity whose name appears on (i) the List of Specially Designated Nationals and Blocked Persons maintained by



- ii. a Senior Foreign Political Figure;<sup>3</sup> any member of a Senior Foreign Political Figure's "*immediate family*," which includes such Senior Foreign Political Figure's parents, siblings, spouse, children and in-laws, or any Close Associate<sup>4</sup> of a Senior Foreign Political Figure, or a person or entity resident in, or organized or chartered under, the laws of a Non-Cooperative Jurisdiction;<sup>5</sup>
- iii. a person resident in, or organized or chartered under, the laws of a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; or
- iv. a person who gives Investor reason to believe that its funds originate from, or will be or have been routed through, an account maintained at a Foreign Shell

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the U.S. Office of Foreign Assets Control; (ii) other lists of prohibited persons as may be mandated by applicable law or regulation; or (iii) such other lists of prohibited persons as may be provided to the Company in connection therewith.

<sup>3</sup> For purposes of this subparagraph (d), "*Senior Foreign Political Figure*" shall mean a 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.

<sup>4</sup> For purposes of this subparagraph (d), "*Close Associate of a Senior Foreign Political Figure*" shall mean 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 before of the Senior Foreign Political Figure.

<sup>5</sup> For purposes of this subparagraph (d), "*Non-Cooperative Jurisdiction*" shall mean any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Task Force on Money Laundering, of which the U.S. is a member and with which designation the U.S. representative to the group or organization continues to concur.

Bank,<sup>6</sup> an “offshore bank,” or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.

- v. If the Investor is purchasing an Interest as agent, representative, intermediary/nominee or in any particular capacity for any other person, or is otherwise requested to do so by the Manager, it shall provide a copy of its anti-money laundering policies (“*AML Policies*”) to the Manager. The Investor represents that it is in compliance with its AML Policies, its AML Policies have been approved by counsel or internal compliance personnel reasonably informed of anti-money laundering policies and their implementation and it has not received a deficiency letter, negative report or any similar determination regarding its AML Policies from independent accountants, internal auditors, or some other person

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<sup>6</sup> For purposes of this subparagraph (d), “*Foreign Shell Bank*” shall mean a Foreign Bank without a Physical Presence in any country but does not include a Regulated Affiliate.

A “*Foreign Bank*” shall mean an organization that (i) is organized under the laws of a foreign country, (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

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

“*Regulated Affiliate*” shall mean a Foreign Shell Bank that is an affiliate of a depository institution, credit union or Foreign Bank that maintains a Physical Presence in the U.S. or a foreign country regulating such affiliated depository institution, credit union or Foreign Bank.

responsible for reviewing compliance with its AML Policies.

- e. The Investor hereby agrees to (i) immediately notify the Manager if it knows, or has reason to suspect that any of the representations in this paragraph 6 have become incorrect or if there is any change in the information affecting these representations and covenants, and (ii) provide the Manager with a reasonably detailed description of any such inaccuracy or change.
- f. The Investor agrees that, if at any time it is discovered that any of the foregoing anti-money laundering representations are incorrect, or if otherwise required by applicable laws or regulations related to money laundering and similar activities, the Manager may undertake appropriate actions, and the Investor agrees to cooperate with such actions, to ensure compliance with such laws or regulations, including, but not limited to, segregation and/or withdrawal of the Investor's Interest in the Company or freezing the Investor's account.

## 7. Withholding.

The Manager is required to withhold a certain portion of the taxable income and gain allocated or distributed to each Investor unless the Investor provides documentation confirming that such Investor is not subject to withholding or is subject to a reduced rate of withholding.

The type of documentation required by the Investor is a function of whether the Investor is a Foreign Person. "*Foreign Persons*" include nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, or foreign estates (as each of those terms is defined in the Code and Treasury Regulations). In the case of entities that are disregarded for purposes of U.S. tax law (e.g., fiscally transparent entities with a single owner that have not elected to be taxed as a corporation for U.S. tax purposes), such entities are treated as U.S. Persons<sup>7</sup> or Foreign

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<sup>7</sup> "*U.S. Person*" means an individual who is a citizen of the U.S. or a resident alien for U.S. federal income tax purposes; a corporation, an entity taxable as a corporation, or a partnership created

Persons depending on the residence and status of their owners, rather than on where the disregarded entities are organized. Thus, an investor that is a U.S. disregarded entity with a foreign owner will generally be treated as a Foreign Person. An investor that is a foreign disregarded entity with a U.S. owner will generally be treated as a U.S. Person.

If the Investor is a U.S. Person, please complete the Certification of Non-Foreign Status and Substitute Form W-9 attached as *Appendix B* hereto. Such Investor agrees to notify the Manager within 60 days if the Investor ceases to be a U.S. Person. If the Investor is a Foreign Person, please complete the applicable U.S. Internal Revenue Service Form (Form W-8BEN, Form W-BEN-E, Form W-8ECI, Form W-8EXP, or Form W-8IMY) and provide any required withholding certificates or additional information and documentation, as detailed in the printed instructions accompanying such form. If you are unsure as to which form to complete, please contact the Company for further instructions.

The Investor acknowledges and agrees that, in order to comply with the provisions of the U.S. Foreign Account Tax Compliance Act (“*FATCA*”) and avoid the imposition of U.S. federal withholding tax, the Company and the Manager may from time to time require further information or documentation from the Investor and, if and to the extent required under *FATCA*, the Investor’s direct and indirect beneficial owners (if any), relating to or establishing such person’s identity, residence (or jurisdiction of formation) and income tax status, and may provide or disclose such information and documentation to the U.S. Internal Revenue Service. The Investor agrees that it shall provide such information and documentation concerning itself and its beneficial owners (if any), as and when requested by the Company or the Manager sufficient for the Company to comply with its obligations

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or organized in or under the laws of the U.S. or any state or political subdivision thereof or therein (including the District of Columbia); an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or a trust if (i) a court within the U.S. is able to exercise primary supervision over its administration and one or more U.S. Persons have the authority to control all of its substantial decisions or (ii) such trust was in existence on August 20, 1996 and was treated as a domestic trust on August 19, 1996 and such trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. Person.

under FATCA. The Investor hereby agrees to indemnify and hold harmless the Company from any and all withholding taxes, interest, penalties, and other losses or liabilities suffered by the Company on account of the Investor not providing all requested information and documentation in a timely manner. The Investor shall have no claim against the Company, the Manager, the Investment Manager, or any of their respective officers, directors, managers, stockholders, members, partners, affiliates, or employees for any form of damages or liability as a result of any of the aforementioned actions.

#### 8. Company Legal Matters.

The Investor understands that the Manager has retained Company Counsel in connection with the formation of the Company and the offering of the Interests and may retain Company Counsel as legal counsel in connection with the management and operation of the Company, including, without limitation, making, holding and disposing of investments, or any dispute that may arise between the Investor or any other Member, on the one hand, and the Manager, the Company, the Investment Manager, or their respective affiliates, on the other hand (the “Company Legal Matters”). The Investor acknowledges that Company Counsel will not represent the Investor or any other Member or prospective Member, unless the Manager and the Investor or such other Member or prospective Member otherwise agree and the Investor or such other Member or prospective Member separately engage Company Counsel, in connection with the formation of the Company, the offering of the Interests or any Company Legal Matter. The Investor will, if it wishes to be represented by counsel in connection with the formation of the Company, the offering of the Interests, or any Company Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel.

#### 9. Privacy.

If the Investor is a natural person (including a natural person investing through an individual retirement account or “IRA”), the Investor has been furnished and carefully read the notice regarding privacy of financial information under the U.S. Federal Trade Commission privacy

rule, 16 C.F.R. Part 313 (the “*Privacy Rule*”), attached hereto as APPENDIX A, and agrees that the Interest is a financial product that the Investor has requested and authorized. In accordance with Section 14 of the Privacy Rule, the Investor acknowledges and agrees that the Company may disclose nonpublic personal information of the Investor to other Partners, as well as to the Company’s accountants, attorneys, and other service providers as necessary to effect, administer and enforce the Company’s and the Partners’ rights and obligations.

10. Electronic Communications.

The Investor consents to receive via email or other electronic delivery method various communications, documents, or notifications from the Manager, the Investment Manager, and the Company. These items may include, but are not limited to, statements or reports, trade confirmations, privacy policy statements, client brochures, and any other notices or documentation. Such communications shall be sent to the email address provided by the Investor in this Agreement. The Investor agrees to immediately notify the Manager of any changes to such email address and agrees to hold harmless the Indemnified Parties for non-delivery of any information which was not received by the Investor due to the Investor’s failure to provide such notice. This consent will remain in force until withdrawn or rescinded in writing by the Investor.

11. Survival of Agreements, Representations, and Warranties.

All agreements, representations and warranties contained herein or made in writing by or on behalf of the Investor, the Company or the Manager in connection with the transactions contemplated by this Agreement shall survive the execution of this Agreement and the LLC Agreement, the admission of the Investor as a Member, any investigation at any time made by the Investor, the Company, or the Manager or on behalf of any of them, the sale and purchase of an Interest and payment therefor and the dissolution and termination of the Company.

12. Legends.

The Investor consents to the placement of the legends contained on the signature page of the LLC Agreement and on page 1 of this Agreement and any other legend required or reasonably advisable, as determined by Company Counsel, by applicable law.

13. Severability.

Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

14. Counterparts, Execution, and Delivery.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by the Investor and/or the Manager, and an executed copy of this Agreement may be delivered by the Investor and/or the Manager by facsimile or similar electronic transmission device pursuant to which the signature(s) and questionnaire responses can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, the Investor and the Manager agree to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

15. Amendments.

Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated orally, but only with the written consent of the Investor and the Manager.

16. Notices.

All notices, offers, acceptance, and any other acts under this Subscription Agreement (except payment) shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if

sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) or electronic mail (without receipt of lack of delivery) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. All communications to the Investor should be sent to the Investor's address indicated in this Agreement. All communications to the Company should be sent to:

**Company:**

Dizraptor Fund 1040, LLC  
Attn: Dizraptor Management, LLC  
4567 Holladay Blvd., Suite 100  
Salt Lake City, UT 84117  
Electronic mail: help@dizraptor.app

**Fund Administrator:**

NAV Fund Administration Group  
NAV Consulting | NAV Cayman | NAV Backoffice  
1 Trans Am Plaza Drive, Suite 400  
Oakbrook Terrace, IL 60181  
P: 1.630.954.1919, P: 1.345.946.5006  
F: 1.630.596.8555 F: 1.345.946.5007 F: 1.630.954.2881  
Transfer.agency@navconsulting.net

17. Assignment.

This Agreement is not transferable or assignable by the Investor.

18. Captions and Headings.

Captions and headings in this Agreement are for the convenience of reference only and shall not limit or otherwise affect the meaning hereof.

19. Order of Precedence.

Investor acknowledges that This Agreement and the Private Placement Memorandum make an integral part of the LLC Agreement. In case of



any conflicts between this Agreement, Private Placement Memorandum and LLC Agreement, the [controlling](#) document shall be the LLC Agreement, then the Private Placement Memorandum, then this Agreement.

20. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and performed entirely within Delaware, without giving effect to conflict of law principles thereof.

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# INVESTOR QUESTIONNAIRE

To be completed by individual investor

**Prospective Investor**

**Date of Birth**

**Citizenship**

**Country of Birth**

**Email**

**Telephone No.**

**State/Country of Domicile**

**ID or Passport Number**

**Capital Commitment (USD)**

In connection with the Investor's purchase of an Interest, the Investor makes the following representations and warranties on which the Manager, the Company, the Investment Manager, and Company Counsel are entitled to rely:

## Accredited Investor Representation.

The Investor makes one of the following representations regarding the Investor's status as an "accredited investor" (within the meaning of Rule 501 under the Securities Act), and has checked the applicable representation:

- a. The Investor has a net worth<sup>8</sup> of over \$1,000,000,
- b. The Investor has had individual income in excess of \$200,000 for each of the two most recent years, and has a reasonable expectation of reaching the same income level in the current year.
- c. The Investor holds, in good standing, one of the following certifications or designations administered by the Financial Industry Regulatory Authority, Inc. ("FINRA"): the Licensed General Securities Representative (Series 7), Licensed Investment Adviser Representative (Series 65), or Licensed Private Securities Offerings Representative (Series 82).
- d. With respect to the Company or the Manager, the Investor is (i) a director, trustee, manager, managing member, or advisory board member, (ii) an executive officer, including any president, vice president in charge of a business unit, division, or function, or any other person who performs a policy-making function, or (iii) an employee, excluding those who perform solely clerical, secretarial, or administrative functions, who regularly participates in the investment activities of the Company (or affiliated funds) and has performed such role

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<sup>8</sup> In calculating the Investor's net worth: (i) the Investor's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the Investor's primary residence, up to the estimated fair market value of the primary residence at the time of the Closing, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the Closing exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability; and (iii) indebtedness that is secured by the Investor's primary residence in excess of the estimated fair market value of the primary residence at the time of the Closing shall be included as a liability.

with respect to the Company or the Manager or substantially similar functions or duties for a similar company, for at least 12 months.

- e. The Investor cannot make the representation set forth in any of clauses (a)-(c) above.

Please (i) complete and execute the signature page to this Agreement, (ii) execute the counterpart signature page to the LLC Agreement ; (iii) confirm that you read and understood the PPM and (iv) complete and sign the Certification of Non-Foreign Status and Substitute Form W-9 attached as Appendix B or, for non-U.S. investors, the applicable Form W-8.

[Signature Page Follows]

In Witness Whereof, the undersigned has executed this Subscription Agreement and Investor Questionnaire for the purchase of an Interest in Dizraptor Fund 1040, LLC in the amount set forth below.

**Individual Investor**

Print Name

Signature

Capital Commitment, \$

# ACCEPTANCE OF SUBSCRIPTION

To be completed by the Manager

The Manager hereby accepts the above application for subscription for an Interest on behalf of the Company and upon such date the Investor will be admitted to the Company as a Member.

## **SUBSCRIPTION ACCEPTED:**

Accepted this on

**MANAGER: Dizraptor Management, LLC**  
*for and on behalf of itself and the Company*

By:

Name:

Amount of Capital Commitment accepted by the Manager (if less than the amount set forth on the Investor's signature page above as permitted by Section 3(b)):

\$

If the Manager executes this Subscription Agreement and Investor Questionnaire and the preceding line is left blank, the Manager has accepted the Investor's Capital Commitment in the amount set forth on the Investor's signature page.

# APPENDIX A.

## DIZRAPTOR MANAGEMENT, LLC

### PRIVACY POLICY

We are sensitive to the privacy concerns of our individual investors. We have a policy of protecting the confidentiality and security of personal information we collect about you. We are providing you this notice to help you better understand why and how we collect certain personal information, the care with which we treat that information, and how we use that information.

### SOURCES OF NON-PUBLIC PERSONAL INFORMATION

In connection with forming and operating our private investment funds for our investors, we collect and maintain non-public personal information from the following sources:

- Information we receive from you as set forth in your subscription agreement, investor questionnaire, or similar forms, such as your name, address, and social security or tax identification number; and
- Information about your transactions with us, our affiliates, and service providers, or others, such as your participation in each of our funds, your capital account balance, contributions and distributions and, in the case of an investor that is an individual retirement account, information with regard to such account.

### DISCLOSURE OF INFORMATION

We do not disclose any non-public personal information about you to anyone, except as required by law or regulation and to our affiliates and service providers (e.g., our attorneys, accountants, entities that assist us with the

distribution of stock to our investors, and placement agents for future fundraising activities). In addition, in connection with fundraising efforts for future funds, we may disclose information about existing investors to one or more placement agents for use in marketing efforts, including communication with prospective future investors.

#### FORMER INVESTORS

We maintain non-public personal information of our former investors and apply the same policies that apply to current investors.

#### INFORMATION SECURITY

We consider the protection of sensitive information to be a sound business practice, and to that end we employ physical, electronic, and procedural safeguards to protect your non-public personal information in our possession or under our control.

#### FURTHER INFORMATION

The policy may change from time to time, but you can always review our current policy by asking us for a copy. The examples contained within this notice are illustrations only and are not intended to be exclusive. This notice complies with the privacy provisions of the Gramm-Leach-Bliley Act. You may have additional rights under other foreign or domestic laws that may apply to you. You may find the detailed version of our policy at our website and/or mobile application



# APPENDIX B.

## CERTIFICATION OF NON- FOREIGN STATUS & SUBSTITUTE FORM W-9

For U.S. Investors:

The Investor certifies that it is a U.S. Person and 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 Internal Revenue Code of 1986, as amended, including income tax regulations) for purposes of U.S. Federal income taxation. The Investor agrees to notify the Manager within 60 days of the date it becomes a foreign person or entity. The Investor further certifies that its name, U.S. taxpayer identification number, exemption from FATCA reporting code (if any), home address (in the case of an individual) and business address (in the case of an entity), as they appear on Schedule A to this Subscription Agreement, are true and correct. The Investor 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 back withholding.<sup>9</sup> The Investor makes these certifications under penalty of perjury and understands that they may be disclosed to the IRS by the Company, the Manager, or the Investment Manager that any false statement contained in this paragraph could be punished by fine and/or imprisonment.

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<sup>9</sup> The Investor must cross out the preceding sentence 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.

**Individual**

Print Name of Member

Signature of Member