

INVESTOR RISK & ACCREDITATION DOCUMENT

Date: [●]

This Investor Risk & Accreditation Document (this **Document**) is provided in connection with a proposed subscription by **[Investor Legal Name]** (the **Investor**) for shares or other securities of **[Issuer Legal Name]** (the **Issuer**).

This Document is intended to record the Investor's representations, acknowledgments, risk acceptance, and related indemnities in connection with a private, exempt distribution. This Document should be read together with the subscription package, master term sheet, shareholder agreement and share subscription document, any risk summaries, and any other related materials provided by the Issuer.

1. Investor Identity

Investor Name: [●]

Entity Type: [Individual / Corporation / Trust / Other]

Address: [●]

Email: [●]

Phone: [●]

If the Investor is not an individual:

Name of Authorized Signatory: [●]

Title / Capacity: [●]

2. Accredited Investor Representation

2.1 Accredited Investor Status

The Investor represents and warrants that the Investor is an **Accredited Investor** within the meaning of applicable securities laws, generally and not necessarily, having a liquid net worth exceeding USD \ \$1M, an illiquid net worth exceeding USD \ \$5M, or relevant knowledge and accreditation in finance or securities regulation, and is legally eligible to purchase the securities being offered without the filing of a prospectus.

2.2 Basis of Accreditation

The Investor confirms that the Investor qualifies as an Accredited Investor on the following basis [pick and fill in one]:

- Liquid wealth exceeding:
- Illiquid wealth exceeding:

- Knowledge and Accreditation of/from:

2.3 Continuing Accuracy

The Investor represents that the foregoing representation is true, complete, and not misleading as of the date of signing and will remain true as of the applicable closing date unless the Investor notifies the Issuer otherwise in writing before closing.

3. Voluntary Non-Verification and Proof if Requested

3.1 Investor Elects Not to Provide Books at This Time

The Investor acknowledges that the Issuer may request evidence or supporting information regarding the Investor's Accredited Investor status. The Investor nevertheless elects, as of the date of this Document, not to provide personal financial statements, tax returns, account statements, books, internal records, or other private financial records to the Issuer for verification unless the Investor later chooses to do so or unless such information is specifically required by law, regulation, counsel, a dealer, or a compliance process applicable to the transaction.

3.2 Proof if Ever Requested

The Investor acknowledges and agrees that if proof of Accredited Investor status is later required by law, securities regulators, legal counsel, an exempt market dealer, an auditor, a court, or another competent authority, the Investor may be required to provide sufficient supporting evidence directly or indirectly for that purpose.

3.3 Reliance by Issuer

The Investor acknowledges that the Issuer is relying on the Investor's own representations in this Document regarding Accredited Investor status unless and until the Issuer requests further verification.

4. Indemnity Regarding Accreditation Representation

4.1 Investor Responsibility

The Investor acknowledges that the responsibility for the truth, completeness, and legal sufficiency of the Investor's Accredited Investor representation remains with the Investor.

4.2 Indemnity

The Investor shall indemnify and hold harmless the Issuer and its directors, officers, employees, agents, affiliates, and representatives from and against any loss, liability, claim, cost, damage, penalty, regulatory consequence, or expense arising from or relating to:

1. any inaccuracy, incompleteness, or misstatement in the Investor's Accredited Investor representation;
2. the Investor's election not to provide verification documents at the time of subscription;
3. the Issuer's reliance on the Investor's representations in this Document; or
4. any failure by the Investor to provide supporting proof when lawfully required or reasonably requested for a required compliance purpose.

4.3 No Relief from Fraud or Misconduct

Nothing in this Document limits any remedy the Issuer may otherwise have in respect of fraud, intentional misrepresentation, or unlawful conduct by the Investor.

5. Pre-Investment Contact, Meeting, and Solicitation Record

5.1 Investor Contact and Meeting

The Investor acknowledges that, before making an investment decision, the Investor had one or more communications, discussions, calls, meetings, presentations, or exchanges with the Issuer or its representatives regarding the investment opportunity.

5.2 Risks Discussed Before Investment

The Investor further acknowledges that material risks, uncertainties, and structural features of the investment were discussed with the Investor before any subscription was made or accepted, including that the investment is speculative, private, illiquid, and exposed to multiple layers of operational, legal, financial, and market risk.

5.3 Investor's Own Decision

The Investor acknowledges that the Investor is making an independent investment decision after having had the opportunity to ask questions, request information, and obtain independent advice.

6. General Risk Acknowledgment

The Investor acknowledges and accepts that an investment in the Issuer is highly speculative and involves a high degree of risk.

Without limiting the generality of the foregoing, the Investor understands and accepts that:

1. the investment is a private exempt-market investment and may be illiquid for an indefinite period;
 2. there may be no public market, no redemption right, and no guaranteed liquidity event;
 3. the Investor is investing in the Issuer and not directly in any specific underlying joint venture, asset, operator, or loan;
 4. the Issuer may be exposed to corporate risk, treasury risk, Bitcoin-related risk, execution risk, operator risk, collateral realization risk, legal risk, tax risk, and regulatory risk;
 5. projected returns, target structures, capital preservation aims, return-of-capital flows, collateral packages, or enforcement rights do not guarantee any result;
 6. delays, restructurings, defaults, enforcement shortfalls, valuation changes, dilution, operating losses, reserve impairments, tax changes, or legal constraints may reduce or eliminate returns;
 7. even where there is recourse, collateral, or security, realization may be delayed, impaired, insufficient, challenged, or uneconomic; and
 8. the Investor could lose all of the Investor's invested principal.
-

7. Recourse and Loss Acknowledgment

7.1 Recourse Does Not Eliminate Risk

The Investor acknowledges that the existence of collateral, liens, pledges, security interests, contractual remedies, repayment obligations, guarantees, or recourse rights does not eliminate investment risk.

7.2 Possibility of Total Loss Even with Recourse

The Investor expressly acknowledges that the Investor may lose all invested principal even where the Issuer or related structures have recourse, collateral rights, repossession rights, enforcement rights, or other legal protections.

7.3 Reasons Recovery May Fall Short

The Investor understands that recovery may fall short or fail entirely for many reasons, including without limitation:

1. delay in enforcement;
2. asset depreciation;
3. casualty or damage;
4. insurance disputes or coverage gaps;
5. jurisdictional enforcement problems;
6. priority disputes;
7. operator insolvency;
8. legal costs;
9. tax leakage;
10. corporate-level expenses or liabilities; and
11. adverse market conditions.

8. Suitability and Independent Advice

8.1 Sophistication

The Investor represents that the Investor has sufficient knowledge, sophistication, and experience in business and financial matters, alone or with professional advisors, to evaluate the merits and risks of the investment.

8.2 Ability to Bear Loss

The Investor represents that the Investor is financially able to bear the loss of the entire investment and can withstand a complete loss without material impairment to the Investor's financial condition.

8.3 Independent Advice

The Investor acknowledges that the Investor has been encouraged to obtain independent legal, tax, accounting, and investment advice and has had the opportunity to do so before signing this Document.

9. No Reliance and No Guarantee

The Investor acknowledges that:

1. the Investor is not relying on any guarantee of return, guarantee of liquidity, guarantee of principal protection, or guarantee of regulatory treatment;
 2. the Investor is not relying solely on oral statements, informal projections, draft materials, unaudited models, or illustrative examples not expressly incorporated into the final subscription documents;
 3. any forward-looking statements, targets, examples, scenarios, or structural summaries are inherently uncertain; and
 4. the Issuer has not guaranteed that any target structure or targeted outcome will be achieved.
-

10. Confidentiality and Private Offering Nature

The Investor acknowledges that the offering materials and related information are confidential and are provided solely for the Investor's own evaluation of a private, exempt distribution. The Investor shall not circulate, reproduce, or disclose non-public offering information except to the Investor's own professional advisors or as required by law.

11. Acknowledgment of Review

By signing below, the Investor acknowledges that:

1. the Investor has read this Document;
 2. the Investor understands the nature of the investment and the private offering context;
 3. the Investor is an Accredited Investor and is entitled to rely on that status for the purpose of subscribing;
 4. the Investor is electing not to provide private books or financial verification materials at this time, unless later required or requested for a lawful compliance purpose;
 5. the Investor understands that the Issuer is relying on the Investor's representations in this Document;
 6. the Investor had at least one pre-investment communication or meeting in which the opportunity and its risks were discussed;
 7. the Investor understands that the investment is risky and could result in a total loss of principal, even where recourse exists; and
 8. the Investor is signing knowingly, voluntarily, and on the Investor's own behalf or with full authority to bind the investing entity.
-

12. Signature

Investor

[Investor Legal Name]

By: _____

Name: [●]

Title / Capacity: [●]

Date: _____

SCHEDULE A – INVESTOR ACCREDITATION CHECKLIST

A. Accredited Investor Basis

- Basis relied upon: [●]
- If entity investor, entity type: [●]
- If individual investor, spouse included in test: [Yes/No]

B. Verification Position

- Investor elects not to provide books / personal financial records at subscription: [Yes/No]
- Investor may provide proof later if lawfully required or requested for compliance: [Yes/No]

C. Pre-Investment Contact Record

- Date(s) of call / meeting / presentation: [●]
- Main contact(s) from Issuer side: [●]
- Method: [call / video / in person / email / other]
- Risks discussed before subscription: [Yes/No]

D. Special Notes

- Any follow-up clarifications or conditions: [●]