SUBSCRIPTION AGREEMENT

1. Parties

Issuer (the "Company"): NSDQ-ETF-COIN, LP, a Delaware limited partnership

Investor: The undersigned subscriber identified on the signature page (the "Investor")

2. Subscription Terms

2.1 Subscription of Notes. The Investor hereby subscribes for _____ NASDAQ-100 Index-Linked Notes (the "Notes" or “NSDQ” Tokens) of the Company at US$1 per Note (or such applicable price per Note as determined under the PPM at the time of subscription) for a total Subscription Amount of US$ _____. *(Minimum subscription is 500 Notes, i.e., US$500.)*

2.2 Payment. The Investor shall pay the Subscription Amount in U.S. Dollars (fiat) or, if permitted by the Company, in an equivalent amount of an approved stablecoin or cryptocurrency. Payment instructions, including wire transfer details and any designated digital wallet address for cryptocurrency payments, will be provided by the Company (see www.nsdqetfcoin.com/signup for payment details). If paying in cryptocurrency or a stablecoin, the exact amount to be transferred will be determined at the time of payment to equal the Subscription Amount in USD. The Investor is responsible for any transaction fees (including blockchain network “gas” fees) associated with the payment.

2.3 Delivery of Notes. The Notes will be issued to the Investor upon the closing and acceptance of this subscription. The Notes are represented in digital token form on the Ethereum blockchain (ERC-1400 compliant tokens, commonly referred to as "NSDQ Tokens"). Ownership of the Notes is recorded on the official register of holders maintained by the Company’s Registrar. Upon issuance, the Company will deliver the Notes to the Ethereum wallet address provided by the Investor, subject to such wallet being whitelisted for this offering. The Investor must provide a valid, ERC-1400 compatible digital wallet address under their control (not an exchange address) to receive the Notes. The Investor acknowledges that transfers of the Notes are restricted to eligible, whitelisted investors’ wallet addresses in compliance with securities law restrictions and the Company’s policies.

3. Representations and Warranties of Investor

By signing this Agreement, the Investor makes the following representations and warranties to the Company, acknowledging that the Company will rely on these statements in accepting the subscription.

3.1 Investor Status (Reg D / Reg S Eligibility). The Investor is either *(i)* a U.S. Person who is an “accredited investor” as defined in Rule 501(a) of Regulation D under the U.S. Securities Act of 1933 (the "Securities Act"), or *(ii)* not a “U.S. Person” as defined in Regulation S under the Securities Act and is acquiring the Notes in an offshore transaction in compliance with Regulation S.

- If the Investor is a U.S. Person, the Investor certifies that he/she/it meets the criteria of an accredited investor under Regulation D (for example, sufficient income, net worth, or other qualifying criteria) and has accurately completed any required accreditation verification or questionnaire.
- If the Investor is not a U.S. Person, the Investor is outside the United States at the time of signing this Agreement, is not acquiring the Notes for the account or benefit of any U.S. Person, and agrees not to sell or transfer the Notes to any U.S. Person or into the United States for at least the applicable distribution compliance period (currently 12 months from issuance) or as otherwise required by law.

3.2 Investment Purpose. The Investor is purchasing the Notes for investment purposes and for the Investor’s own account, not for the interest of any other person and not with a view to resell or distribute the Notes. The Investor has no present intention to sell, pledge, hypothecate, or otherwise transfer the Notes, except in compliance with applicable securities laws.

3.3 Information and Risk Acknowledgment. The Investor has received and reviewed a copy of the Company’s Private Placement Memorandum (the "PPM"), including all exhibits and attachments thereto (such as the Indenture and Note Terms Agreement), which was made available to the Investor (e.g., via the Company’s website at www.nsdqetfcoin.com). The Investor has been given the opportunity to ask questions of, and receive answers from, the Company concerning the Company, the terms and conditions of the offering, and any additional information deemed necessary to evaluate the investment. The Investor understands that an investment in the Notes involves significant risk, including the possible loss of the entire investment. The Investor acknowledges that no public market for the Notes exists and none is expected to develop in the near future, so the Investor may need to hold the Notes indefinitely and bear the economic risk of this illiquid investment.

3.4 Authority and Capacity. The Investor has the full legal capacity, power, and authority to execute and deliver this Subscription Agreement and to perform the

obligations hereunder. If the Investor is an individual, the Investor is at least 18 years of age and legally competent to enter into this Agreement. If the Investor is an entity, it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, and the person signing this Agreement on its behalf is duly authorized to do so. This Agreement, when executed and delivered by the Investor, will constitute a valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms.

3.5 Compliance with Laws; No Violations. The Investor's subscription and payment for the Notes comply with all applicable laws and regulations. The funds (or digital assets) used for the purchase of the Notes are not derived from any illegal or illicit activities. The Investor is not subject to any sanctions administered by any government or regulatory authority, and the Investor's name does not appear on any list of prohibited persons, entities, or jurisdictions (including the U.S. Treasury Department's OFAC sanctions list). The Investor understands that, as part of the subscription process, the Company may require the Investor to provide additional documentation or information to verify the Investor's identity and source of funds in compliance with anti-money laundering (AML), "Know Your Customer" (KYC), and sanctions screening procedures.

3.6 No General Solicitation or Advertising. The Investor acknowledges that (a) the Investor may have been solicited through forms of general solicitation or general advertising (as those terms are used in Regulation D) with respect to the offering of the Notes, including advertisements in newspapers, magazines, public seminars, social media, or public websites, and (b) the Investor may have decided to invest as a result of, or subsequent to, such communications or marketing materials. For U.S. investors, the Issuer has taken reasonable steps to verify that such investors are accredited investors as required under Rule 506(c) of Regulation D prior to accepting any investment.

3.7 No Regulatory Approval. The Investor understands that the offer and sale of the Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission or any state or foreign securities regulatory authority, and no such authority has passed upon or endorsed the merits of this offering or the accuracy or adequacy of the PPM. The Investor understands that no governmental agency or insurance (such as FDIC or SIPC) guarantees the return on the Investor's investment in the Notes.

3.8 Restricted Securities. The Investor understands that the Notes are being offered and sold in a private offering exempt from registration under the Securities Act and applicable state securities laws. The Notes are "restricted securities" within the meaning of Rule 144 under the Securities Act, and the Investor agrees that the Notes cannot be sold, transferred, or otherwise disposed of unless they are subsequently

registered under the Securities Act and qualified under applicable state securities laws, or an exemption from such registration and qualification is available. The certificates or digital tokens representing the Notes will include or be subject to a restrictive legend or transfer stop, indicating that transfers are restricted in accordance with securities laws and the terms of the offering. The Investor understands that the Company is under no obligation to register the Notes on the Investor's behalf or to assist in establishing an exemption for any subsequent sale or transfer.

3.9 Additional Information and Cooperation. The Investor agrees to furnish any additional information and execute any further documents reasonably requested by the Company or its agents (including the placement agent or Registrar, if any) to assure compliance with applicable laws in connection with the purchase of the Notes. This may include, without limitation, information or certifications pertaining to the Investor's identity, status as an accredited or non-U.S. investor, or confirmations of the source of funds, as required to comply with regulatory requirements.

The Investor acknowledges that the Company and its affiliates are relying on the foregoing representations and warranties in determining the Investor's eligibility to purchase the Notes. The Investor agrees to indemnify and hold harmless the Company, its General Partner/Manager, and their respective officers, directors, and affiliates from any and all loss, damage, or liability (including reasonable attorneys' fees) due to or arising out of a breach of any representation, warranty, or covenant of the Investor contained in this Agreement or in any document provided by the Investor to the Company.

3.10 Acceptance and Closing

- **Subscription Acceptance.** The Investor understands that this subscription may be accepted or rejected, in whole or in part, at the discretion of the Company. The subscription will not be binding on the Company until an authorized representative of the Company accepts it (by countersigning this Agreement or other written confirmation). The Company reserves the right to reject any subscription for any reason or no reason. If the subscription is rejected (or only partially accepted), any funds remitted by the Investor for the rejected portion will be returned to the Investor without interest (and, in the case of cryptocurrency, any refund will be in USD or the equivalent cryptocurrency at the Company's discretion, net of any non-refundable transaction fees).
- **Closing and Issuance.** The offering of Notes is conducted on a continuous basis, and the Company generally holds subscription closings on a periodic schedule (for example, on the first business day of each month). Upon the Company's acceptance of the Investor's subscription and upon a scheduled closing. (a) the Company will issue the appropriate number of Notes to the

Investor (delivered in the manner described under Delivery of Notes above), and (b) the Investor will be reflected as a holder of the Notes on the Company's official register. The Investor agrees that, by receiving the Notes, the Investor shall be bound by the **Indenture and Note Terms Agreement governing the Notes (as included in the PPM) as if the Investor were an original party to that agreement. The Investor further acknowledges that the Company is a Delaware limited partnership managed by its general partner (KI Coins, LLC), and that** the rights of the Investor with respect to the Notes are set forth in the Indenture/Note Terms and the PPM, **not** in a partnership interest. The Investor is not being admitted as a partner of the Company by virtue of purchasing the Notes, and shall have no voting or control rights in the Company aside from those (if any) expressly granted to Note holders under the Indenture.

4. Miscellaneous

4.1 Governing Law. This Subscription Agreement and any dispute arising out of or related to it shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of laws principles.

4.2 Entire Agreement. This Agreement, together with the PPM and the documents referenced herein (including the Indenture and any other exhibits to the PPM), constitutes the **entire agreement** between the Company and the Investor regarding the Investor's subscription for the Notes. It supersedes all prior or contemporaneous understandings, communications, or agreements relating to the subject matter hereof.

4.3 Amendments. This Agreement may not be modified or amended except in a writing signed by both the Company (or its authorized representative) and the Investor.

4.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, it shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

4.5 Counterparts & Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically (for example, via PDF or through an electronic signature service) or by facsimile shall be binding and treated as original signatures. The Investor consents to the use of electronic delivery of documents and electronic signatures in connection with this subscription.

4.6 Survival. All representations, warranties, and covenants made by the Investor in this Agreement shall survive the closing of the subscription and the issuance of the Notes.

4.7 Notice. Any notices or communications to the Company regarding this Agreement or the Notes should be delivered in writing to the Company at its principal business address or email (as specified in the PPM or provided by the Company). Notices to the Investor may be sent to the address or email address provided by the Investor in the Subscriber Information below. The Investor agrees to promptly notify the Company of any change in the Investor's contact information or status that might affect the Investor's eligibility under applicable law (e.g., change in residency or accredited investor status).

Subscriber Information and Signature
Investor Name (Full legal name of individual or entity)

If Entity, Please also add name of Authorized Signatory & Title

Address of Investor

Address line 1

Address line 2

ZIP code

City

Country

Email.

Phone.

Investor Category

☐ U.S. Person (Accredited Investor)
☐ Non-U.S. Person (Reg S Investor)

Tax ID/Social Security No. (if U.S. person, for IRS Form W-9).

Subscription Details

- Number of Notes subscribed for _____
- Price per Note. US$1 (or applicable NAV per Note at closing)
- Total Subscription Amount. US$_____
- Payment method. ☐ Wire/ACH (USD Fiat), ☐ Stablecoin (Type. _____)
  ☐ Cryptocurrency (Type. _____) ☐ Credit card/GooglePay/ApplePay/Paypal

- If paying by crypto. Wallet address from which payment will be sent.
  _____

By signing below, the Investor hereby subscribes for the above-described Notes and agrees to the terms of this Subscription Agreement.

Investor Signature. _____ **Date.** _____

Name and Title (if signing on behalf of an entity).

Name. _____

Title. _____

Accepted by the Company.
Authorized Representative of NSDQ-ETF-COIN, LP (Delaware LP)
(to be filled out by NSDQ-ETF-COIN, LP representative - please leave these fields blank)

Signature. _____ Date. _____

Name. _____

Title. _____