



CRYPTOS FUND

SUBSCRIPTION AGREEMENT CLASS A SHARES

CRYPTOS FUND

ISIN: KYG2577B1077

Once completed, this form should be returned to the Administrator by fax/email and mail to:

Trident Trust Company (Cayman) Ltd
One Capital Place
PO Box 847
George Town
Grand Cayman KY1 - 1103
Cayman Islands

Tel: +1 345 949 0880
Fax: +1 345 949 0881
Email: info@thecryptosfund.com;
caymanfunds@tridenttrust.com

THIS AGREEMENT IS TO BE USED ONLY BY NEW SUBSCRIBERS TO THE FUND. EXISTING REGISTERED SHAREHOLDERS OF THE FUND PURCHASING ADDITIONAL CLASS A SHARES IN THE SAME REGISTERED NAME SHOULD USE THE SHORT FORM SUBSCRIPTION AGREEMENT.



Dear Sirs,

WHEREAS

- a** Capitalised terms that are not defined in this Long Form Subscription Agreement (the "Agreement") shall bear the same meaning as those given in the Information Memorandum and/or the Articles (both as defined below).
- b** The undersigned (the "Subscriber") acknowledges receipt of the Confidential Information Memorandum of Cryptos Fund (the "Fund") (the "Information Memorandum") relating to the offering of Class A Shares in the Fund (the "Class A Shares").
- c** The Subscriber wishes to subscribe for Class A Shares in the Fund during the Initial Offer Period at the applicable Initial Price per share, plus any applicable subscription fee, provided the Administrator appointed to the Fund (the "Administrator") has received this completed Agreement along with any requisite documentation and cleared funds in respect of the subscription monies for such Class A Shares no later than 5pm (Cayman Islands time) on the last day of the Initial Offer Period, failing which this Agreement will be held over until the next following Subscription Day and Class A Shares in the Fund will be issued at the applicable Subscription Price applicable on that following Subscription Day; OR
- d** The Subscriber (where the Subscriber is not an existing registered Shareholder of the Fund – existing registered Shareholders of the Fund purchasing additional Class A Shares in the Fund in the same registered name should use the Short Form Subscription Agreement instead) wishes to subscribe for Class A Shares in the Fund after the close of the Initial Offer Period at the applicable Subscription Price, plus any applicable subscription fee, provided the Administrator has received this completed Agreement along with any requisite documentation and cleared funds in respect of the subscription monies for such Class A Shares no later than 5pm (Cayman Islands time) on the Business Day falling at least 3 Business Days, or such lesser period as the Directors may in any particular case determine, prior to the applicable Subscription Day, failing which this Agreement will be held over until the next following Subscription Day and Class A Shares in the Fund will be issued at the applicable Subscription Price applicable on that following Subscription Day.
- e** The Fund is willing (subject to the sole discretion of the Directors as to whether to accept investment and or subscription from any investor at any time and from time to time) to make Class A Shares in the Fund available to the Subscriber in the manner and subject to the terms and conditions set out in this Agreement, the Information Memorandum and the Articles of Association of the Fund (the "Articles").

THE SUBSCRIBER AGREES AS FOLLOWS:

- 1.** The Subscriber hereby subscribes for as many Class A Shares in the Fund as may be purchased for the amount as detailed below subject to the acceptance of this Agreement by the Fund which acceptance will be evidenced by the issue of the respective Class A Shares. The Subscriber understands that the minimum initial investment in the Fund is USD 100,000 in the case of Class A Shares.
- 2.** In consideration of the issue of the Class A Shares in the Fund to the Subscriber, the Subscriber undertakes, represents and warrants to the Fund as follows:
 - 2.1** they are an Eligible Investor;
 - 2.2** they are not an Ineligible Applicant and is not a member of the public in the Cayman Islands;
 - 2.3** they have the legal capacity and authority and is permitted by applicable law to execute and deliver this Agreement;
 - 2.4** they are able to acquire and hold Class A Shares in the Fund without violating applicable laws;
 - 2.5** the person signing this Agreement on behalf of the Subscriber has full power and authority to do so;
 - 2.6** they have such knowledge, expertise and experience in financial matters that it is capable of evaluating the merits and risks of its acquisition of the Class A Shares in the Fund;
 - 2.7** they are acquiring the Class A Shares in the Fund for its own account, or on behalf of a third party or third parties for investment and not with a view to resale, transfer or other disposition in whole or in part except in accordance with the terms outlined in the Information Memorandum and the Articles;
 - 2.8** they have received copies of, read and understood the Information Memorandum (including the "Risk Factors" section of the Information Memorandum) and the Articles and understands that there are substantial risks involved in an investment in the Fund; 2.9 they have had the opportunity to ask questions and receive answers concerning the Fund and the terms and conditions of this offering from authorised representatives of the Fund and to obtain such additional information as it considers necessary to appropriately evaluate an investment in the Fund;



- 2.10** their acquisition of Class A Shares is based solely upon the Information Memorandum, the Articles and this Agreement and its own analysis of the benefits to it of an investment in the Fund and is and will be able to bear the economic risk of its investment in the Class A Shares and understands that an investment in the Fund is highly speculative and may result in a complete loss of its investment;
- 2.11** they have obtained and complied with all independent legal and tax advice, registrations, declarations or filings with, or consents, licenses, approvals or authorizations of any legislative body, governmental department or other governmental authority, necessary or appropriate in connection with its investment in the Fund;
- 2.12** they understand that their capital contribution cannot be withdrawn from the Fund except by way of redemption of the Class A Shares in the Fund in accordance with the terms outlined in the Information Memorandum and the Articles (which may be subject to certain restrictions), that a portion of its investment may be invested in securities that are illiquid, and that it has no right to demand distribution from the Fund prior to the Fund's termination other than by redemption of Class A Shares;
- 2.13** they understand that if any of the Subscriber's representations, warranties, agreements or certifications contained in this Agreement are untrue the Directors of the Fund in their sole discretion may require a compulsory redemption of all or part of the Class A Shares in the Fund and may also require the compulsory redemption of the Class A Shares in the Fund if at any time the Subscriber holds less than the Minimum Holding stipulated in relation to the Fund;
- 2.14** the Class A Shares are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct or criminal property within the meaning given in The Proceeds of Crime Law, 2008 of the Cayman Islands; and
- 2.15** they are not named on a list of prohibited countries, territories, entities and individuals maintained by any authority in any country or territory and is not operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by any authority in any country or territory.
- 3.** The Subscriber acknowledges and agrees that:

 - 3.1** the Class A Shares have not been registered under the laws of any other jurisdiction: and
 - 3.2** the Class A Shares may not be offered, issued or transferred to any person who is an Ineligible Applicant.
- 4.** The Subscriber agrees that it will promptly notify the Fund if, at any time, it ceases to be an Eligible Investor and/or becomes an Ineligible Applicant, and the Subscriber agrees that in such event the Fund shall be entitled to (but shall not be obliged to) repurchase or to require the Subscriber to redeem or sell the Class A Shares in the Fund to a person designated by the Fund at a price equal to the Redemption Price of the Fund as at the date of the repurchase or sale or as at the date of any unauthorised transfer giving rise to such repurchase or sale.
- 5.** Where the Subscriber is an individual, it agrees to produce a certified copy or copies of the relevant passport or passports together with any other documentation of identity providing detailed verification of the Subscriber's identity and source of its funds as requested by the Administrator in order that it might comply with legislation for the prevention of money laundering from time to time in force. The Subscriber acknowledges that the Administrator reserves the right to request any further information which it considers to be in any way necessary to the process of verification.
- 6.** Where the Subscriber is a corporation, trust or partnership, it agrees to produce a certified copy or copies of the certificate of incorporation (and any change of name), the register of directors or an excerpt from the trade register held at the relevant chamber of commerce and the signatory card verifying the authority of officers to sign on behalf of the corporate entity and any other relevant documentation as requested by the Administrator together with any other documentation providing detailed verification of the Subscriber's identity and that of its directors and beneficial members and the source of its funds as requested by the Administrator in order that it might comply with legislation for the prevention of money laundering from time to time in force.
- 7.** Where the Subscriber is a corporation, trust or partnership, it agrees to produce the signatory card verifying the authority of officers to sign on behalf of the corporate entity and any other relevant documentation as requested by the Administrator.
- 8.** The Subscriber acknowledges that the Fund reserves the right to reject in its absolute discretion this and any other subscription for Class A Shares in the Fund in whole or in part, at any time without reasons, notwithstanding prior receipt by the Subscriber of notice of acceptance of the subscription. If the Class A Shares in the Fund are oversubscribed, the Fund will determine in its sole discretion which subscriptions shall be accepted.



9. The Subscriber understands and accepts that in the event that the Fund accepts the subscription prior to confirmation of the Subscriber's identity to the satisfaction of the Fund and the Administrator, and such confirmation is not forthcoming, the Class A Shares in the Fund allotted to the Subscriber will be compulsorily redeemed and the proceeds returned to the bank account from which the original subscription monies were remitted, at the Subscriber's expense, and the Subscriber hereby indemnifies the Fund and the Administrator in respect of any loss that the Fund should suffer as a result of such action being taken.
10. The Subscriber further understands and accepts that the Fund and the Administrator will not confirm acceptance of the Subscriber's investment, or details of the number of Class A Shares of the Fund allotted to the Subscriber until such time as the Administrator has received the documentation verifying the Subscriber's identity to its satisfaction.
11. If this subscription is rejected or if the sale of the Class A Shares in the Fund is not completed for any reason (in which event this subscription shall be deemed to be rejected), the Fund shall as soon as practicable return any funds transferred by the Subscriber (without interest) along with this Agreement and any other documents delivered by the Subscriber.
12. This Agreement and the rights, powers and duties set out in it shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties to it.
13. No waiver by any party of any breach of any term of this Agreement shall be construed as a waiver of any subsequent breach of that term or any other term of the same or of a different nature.
14. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.
15. The Subscriber agrees to keep confidential all information contained in the Information Memorandum, the Articles and this Agreement that is not already in the public domain and to use the Information Memorandum, the Articles and this Agreement for the sole purpose of evaluating a possible investment in the Fund.
16. The Subscriber acknowledges that the Fund and/or the Administrator is entitled to act upon e-mail/ facsimile instructions from or purported to be from the Subscriber and that all such instructions, where accepted by the Fund, will be final and binding upon the Subscriber. The Subscriber agrees to indemnify the Fund and the Administrator against any and all claims, demands, liabilities, costs, charges, damages and expenses that the Fund or the Administrator may incur by reason of any act or failure to act on the part of the Fund or Administrator with regard to all e-mail/facsimile instructions so provided by the Subscriber.
17. The Subscriber consents to personal information obtained in relation to the Subscriber being handled by the Administrator (as data processor on behalf of the Fund). Information in relation to the Subscriber will be processed for the purposes of carrying out the services of administrator and transfer agent of the Fund and to comply with any applicable legal obligations including legal obligations under company law and anti-money laundering legislation. The Subscriber acknowledges that the Administrator may disclose the Subscriber's information to third parties where necessary or for legitimate business interests. The Subscriber consents to the processing of the Subscriber's information and the disclosure of the Subscriber's information as outlined above or in the Fund's or the Administrator's legitimate interests to any other company or to agents of the Fund or the Administrator.
18. This Agreement represents the entire agreement of the parties in respect of the subscription for Class A Shares in the Fund and may not be changed or terminated orally.
19. The representations, warranties, agreements and indemnification obligations of the Subscriber contained in this Agreement shall survive the execution of this Agreement and the purchase of the Class A Shares in the Fund.
20. The Subscriber understands that a misrepresentation or breach of any warranty or agreement made by the Subscriber could subject the Fund and/or the Administrator to significant damages and expenses. The Subscriber agrees to indemnify the Fund and/or the Administrator from and against any loss, liability, damage, cost or expense (including legal fees and expenses in the defence or settlement of any demands, claims, or lawsuits) actually and reasonably incurred arising from the Subscriber's misrepresentation or breach of any warranty or agreement in this Agreement.
21. The Subscriber acknowledges that, when accepted by the Fund, subscriptions are (save as determined by the Directors and/or Administrator) irrevocable.
22. The Subscriber agrees when entering into the Agreement to be bound by the laws of the Cayman Islands in addition to the non-exclusive jurisdiction of the relevant courts therein subject to which laws this Agreement shall be governed and interpreted.



23. Where the Subscriber is an individual, it agrees to produce:

- Certified copy of a passport;
- Certified copy or original of proof of an address (for instance a certified copy or original of a credit card statement, bank statement, driving license or utility bill. All documents provided as Proof of Address must be no more than 3 months old when presented);
- Full contact details, occupation, permanent residential address, countries of nationalities and citizenships;
- Letter of reference from a bank, accounting firm or law firm indicating at least a three year relationship. This letter must be issued on their letterhead and addressed to Trident;
- Advice on the source of funds to be invested. The Subscriber acknowledges that the Administrator reserves the right to request any further information which it considers to be in any way necessary to the process of verification.

24. Where the Subscriber is a corporation, trust or partnership, it agrees to produce:

- Certified copy of the Certificate of Incorporation and of any Change of Name;
- Certified copy of the Memorandum & Articles of Association;
- Certified copy of a Certificate of Good Standing;
- Certified copy of the Register of Directors and Officers or equivalent. The documentation listed on 23 above is needed for at least two individual directors;
- Certified authorised signatory list; and
- Certified copy of the register of members. The documentation listed on 23 above is needed for any individual beneficial owner holding more than 10% of the shareholder of the Company; and of the register of directors.

Subscriptions should be remitted to the following account:

Bank Name: Signature Bank

Bank Swift Code: SIGNUS33XXX

Routing/ABA Code: 026013576

Beneficiary Name: Cryptos Fund

Beneficiary Account : 1503222570



CRYPTOS FUND

ISIN: KYG2577B1077

SUBSCRIPTION INFORMATION

Name for Share Registration:

Address for Share Registration:

Telephone:

Fax:

Email:

Class Subscribed For:

Amount of Subscription:

Subscription Fee (%):

Date of Subscription:

Bank Details of the account Subscription Monies are remitted from:

Name of Bank:

Address of Bank:

Bank Code:

Account Name:

Account Number:

Proceeds of Redemptions from the Fund shall be transferred to this account.

Signature of Subscriber:

Name of Signatory:

DATE: / /



FATCA IGA & CRS Self-Certification

Individual

Please read before completing this form:

Tax authorities require financial institutions to collect and report certain information about their Account Holders' tax residency status.

To enable Trident Trust to comply with its obligation to report to the relevant tax authorities, you are required to state the residency for tax purposes of the person or persons identified as the holder(s) of a financial account. On this form these persons are cumulatively referred to as the "Account Holder(s)". For joint accounts, each Account Holder should complete a separate certification.

I. Account Holder Information

FIRST NAME		FAMILY NAME/SURNAME	
CURRENT RESIDENCE ADDRESS			
CITY/TOWN	STATE/PROVINCE	POSTAL CODE	COUNTRY (DO NOT ABBREVIATE)
DATE OF BIRTH(DD/MM/YYYY)		CITY/TOWN OF BIRTH	COUNTRY OF BIRTH

II. Tax Residence

Please provide details for all jurisdictions in which the Account Holder is resident for tax purposes. If you have no residence for tax purposes then enter "none".

Taxpayer Identification Number (TIN) – A Taxpayer Identification Number (TIN) or functional equivalent should be provided for each country of residence for tax purposes. A TIN is a unique combination of letters and/or numbers assigned to the individual by a government, or its tax authorities, which is used to identify the Account Holder for the purposes of administering taxes. In some countries this may be a number that is specifically referred to as a TIN, while other countries may use other numbers (such as a social insurance number) to identify their residents for tax purposes.

COUNTRY OF TAX RESIDENCE 1	TAXPAYER IDENTIFICATION NUMBER 1	TIN UNAVAILABLE <input type="checkbox"/>
COUNTRY OF TAX RESIDENCE 2	TAXPAYER IDENTIFICATION NUMBER 2	TIN UNAVAILABLE <input type="checkbox"/>
COUNTRY OF TAX RESIDENCE 3	TAXPAYER IDENTIFICATION NUMBER 3	TIN UNAVAILABLE <input type="checkbox"/>

TIN Unavailable Explanation(s) – If any "TIN Unavailable" box is checked, please provide an explanation.

I certify the tax residence countries provided represent all countries in which I am considered a tax resident.

If Account Holder has additional countries of tax residence please attach a statement to this form containing the country and TIN for each such additional country.

Is the Account Holder a U.S. Person?

A U.S. Person includes a U.S. citizen or resident alien of the U.S. (e.g., green card holder) even if residing outside the U.S. See IRS Pub 519 for more information.

Yes No

If "Yes", the Account Holder's U.S. Tax Identification Number must be provided above.

III. Declarations and Signature

- I understand that the information supplied by me may be covered by either or both of the full provisions of the terms and conditions governing my relationship with Trident Trust and the data protection legislation which may be applicable to any of my personal data held by Trident Trust as data controller. I acknowledge that I have read and that I understand the Data Protection Policy Statement of Trident Trust as published by Trident Trust at www.tridenttrust.com/tridenttrustdata-protectionpolicystatement.html. I acknowledge further that I understand that the Data Protection Policy Statement of Trident Trust may be altered from time to time.
- I acknowledge and agree that information contained in this form and/or information regarding accounts which I maintain with Financial Institutions and/or information regarding relevant entities of which I have been identified as a controlling person may be reported to the tax authorities of the country or countries in which the accounts are maintained or in which the relevant entities are established or tax resident; and those tax authorities or Trident Trust may provide the information to the country or countries in which I am resident for tax purposes.
- Where required, I agree to provide a waiver to allow this information to be reported to the competent authorities.
- I undertake to advise Trident Trust promptly of any change in circumstances which causes the information contained herein to become incorrect and to provide Trident Trust with a suitably updated certification within 30 days of such change in circumstances.
- I declare that all statements made on this form/in this declaration are, to the best of my knowledge and belief, true correct and complete.

NAME OF SIGNER	SIGNATURE
DATE (DD/MM/YYYY)	