

**CONFIDENTIAL**  
**VISIONSQUARE FUND, L.P.**  
**SUBSCRIPTION AGREEMENT**

This Subscription Agreement (this “Agreement”) is made by and between VISIONSQUARE FUND, L.P., a Washington limited partnership (the “Partnership” or the “Fund”), and the undersigned subscriber (the “Subscriber”).

**RECITALS**

**WHEREAS**, the Partnership has been formed for the purpose of investing and trading in a wide variety of securities and financial instruments as described in the Confidential Private Placement Memorandum of the Partnership, as may be amended or supplemented from time to time (the “Memorandum”), and the Amended and Restated Agreement of Limited Partnership of the Partnership, as may be amended from time to time (the “Partnership Agreement”); and

**WHEREAS**, the Subscriber desires to become a Limited Partner of the Partnership and to make a capital contribution to the Partnership on the terms and conditions set forth herein, in the Memorandum, and in the Partnership Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. SUBSCRIPTION**

**1.1 Commitment.** Subject to the terms and conditions hereof, the Subscriber hereby irrevocably subscribes for a limited partnership interest in the Partnership (the “Interest”) and agrees to make a capital contribution to the Partnership in the exact amount set forth on the signature page hereto (the “Capital Commitment”).

**1.2 Acceptance.** The Subscriber acknowledges and agrees that this subscription may be accepted or rejected, in whole or in part, by VISIONSQUARE L.L.C., the general partner of the Partnership (the “General Partner”), in its sole and absolute discretion. If this subscription is rejected, any funds remitted by the Subscriber will be promptly returned without interest or deduction.

**1.3 Payment.** Upon acceptance of this Agreement by the General Partner, the Subscriber agrees to wire the Capital Commitment in immediately available funds to the Partnership’s designated bank account, in accordance with the official wiring instructions provided by the General Partner.

**2. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER**

The Subscriber hereby represents, warrants, and covenants to the Partnership and the General Partner as follows:

**2.1 Investor Status.** The Subscriber represents and warrants to the Partnership and the General Partner that the Subscriber satisfies at least one of the following conditions (*Subscriber must initial the applicable category on the signature page or attached Investor Questionnaire*):

**(a) Accredited Investor:** The Subscriber is an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act; **OR**

**(b) Sophisticated Non-Accredited Investor:** The Subscriber is not an “accredited investor” but has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of an investment in the Partnership. The Subscriber acknowledges that the Partnership is limiting the sale of Interests to no more than thirty-five (35) non-accredited investors pursuant to Rule 506(b) of Regulation D.

**2.2 Investment Purpose.** The Subscriber is acquiring the Interest for the Subscriber’s own account for investment purposes only, and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act.

**2.3 Understanding of Risks.** The Subscriber has received, read, and fully understands the Memorandum and the Partnership Agreement. The Subscriber recognizes that an investment in the Partnership involves a high degree of risk, including the potential loss of the entire investment, and has the financial ability to bear such risk.

**2.4 Evaluation of Investment.** The Subscriber has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of an investment in the Partnership.

**2.5 Access to Information.** The Subscriber has had the opportunity to ask questions of and receive answers from the General Partner concerning the terms and conditions of the offering and the business and operations of the Partnership.

**2.6 Authority.** If the Subscriber is an entity, it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, and it has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

**2.7 Purchaser Representative (If Applicable).** If the Subscriber has relied upon the advice of a Purchaser Representative (as defined in Rule 501(h) of Regulation D) in evaluating the merits and risks of this investment, the Subscriber represents that such Purchaser Representative has disclosed to the Subscriber in writing any material relationships between the Purchaser Representative and the Partnership or the General Partner.

### **3. ANTI-MONEY LAUNDERING, SANCTIONS, AND REGULATORY COMPLIANCE**

**3.1 Representations of Lawful Funds and Status.** The Subscriber represents, warrants, and agrees that:

(a) No capital contribution or payment to the Fund by the Subscriber shall be derived from, or related to, any activity that is deemed criminal under United States law or the laws of the Subscriber’s jurisdiction of residence.

(b) The Subscriber is not, nor is any person or entity controlling, controlled by, or under common control with the Subscriber, or any person having a beneficial interest in the Subscriber: (i) a person or entity listed on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Office of Foreign Assets Control (“OFAC”), the Consolidated List of Financial Sanctions Targets maintained by HM Treasury (“OFSI”), the European Union Consolidated List, or the United Nations Security Council Sanctions List; (ii) a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure (a “Politically Exposed Person” or “PEP”), unless explicitly disclosed to and approved by the General Partner in writing prior to the execution of this Agreement; or (iii) a foreign shell bank.

(c) The Subscriber shall promptly notify the General Partner in writing if any of the representations in this Section 3.1 cease to be true and accurate.

**3.2 Information Requests.** The Subscriber acknowledges and agrees that the General Partner may be required by law, regulation, or by the Fund’s prime brokers or custodians to obtain, verify, and retain information regarding the identity and source of funds of the Subscriber. The Subscriber agrees to provide any such Know Your Customer (KYC) documentation promptly upon request.

**3.3 Rights of the General Partner.** If the General Partner, in its sole and absolute discretion, determines that the Subscriber is in violation of any Anti-Money Laundering or Sanctions laws, or if the Subscriber’s continued participation in the Fund poses a material regulatory or reputational risk to the Fund or the General Partner, the General Partner may take any action it deems necessary or appropriate, including but not limited to: (i) freezing the Subscriber’s capital account; (ii) withholding distributions; (iii) forcibly redeeming the Subscriber’s interest in the Fund without the Subscriber’s consent; or (iv) reporting the Subscriber to the relevant regulatory or law enforcement authorities without notice to the Subscriber.

**4. Investment Class Selection**

The Investor elects to allocate their Capital Contribution to the following investment classes (Please specify amounts):

Investment Class	Description	Allocation Amount (\$)
Fixed Income (Limited Partnership Agreement, Schedule B)	Preferred equity yield (7.1% - 10.6%) with market risk absorbed by General Partner.	\$ _____
Growth Income Fund (Limited Partnership Agreement, Schedule C)	Standard equity participation in market transactions.	\$ _____
Growth Fund (Limited Partnership Agreement, Schedule D)	Standard equity participation in market transactions.	\$ _____

**5. INDEMNIFICATION**

The Subscriber agrees to indemnify and hold harmless the Partnership, the General Partner, their respective affiliates, and their respective directors, officers, members, partners, employees, and agents from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys’ fees) arising out of or in connection with any breach of any representation, warranty, covenant, or agreement made by the Subscriber in this Agreement.

**6. MISCELLANEOUS**

**5.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law provision.

**6.2 Entire Agreement.** This Agreement, the Partnership Agreement, and the Memorandum constitute the entire agreement between the parties with respect to the subject matter hereof.

**6.3 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**6.4 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*Signature Pages Follow*

**SUBSCRIBER SIGNATURE PAGE**

**IN WITNESS WHEREOF,** the Subscriber has executed this Subscription Agreement as of the date written below.

**Capital Commitment Amount:** \$ \_\_\_\_\_

**Signature of Subscriber:** \_\_\_\_\_

**Printed Name of Subscriber:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**GENERAL PARTNER ACCEPTANCE**

The foregoing subscription is hereby accepted by VISIONSQUARE FUND, L.P. as of the date set forth below.

**VISIONSQUARE FUND, L.P.**

**By:** VISIONSQUARE L.L.C., its General Partner

**By:** \_\_\_\_\_

**Anguel S Dimitrov**

**Title:** Managing Member of the General Partner

**Date:** \_\_\_\_\_

**CONFIDENTIAL**

**VISIONSQUARE FUND, L.P.**

**INVESTOR QUESTIONNAIRE TO PROSPECTIVE INVESTORS:**

The purpose of this Investor Questionnaire (this “Questionnaire”) is to enable VISIONSQUARE L.L.C., the general partner (the “General Partner”) of VISIONSQUARE FUND, L.P. (the “Partnership”), to determine whether a prospective investor meets the suitability standards and the qualifications for an “Accredited Investor” or a “Sophisticated Investor” under Regulation D of the Securities Act of 1933, as amended (the “Securities Act”).

Your answers will be kept strictly confidential. However, by signing this Questionnaire, you agree that the General Partner may present this Questionnaire to such parties as the General Partner deems appropriate to establish the availability, under the Securities Act or applicable state securities laws, of an exemption from registration of the Partnership’s limited partnership interests.

**Please answer all questions completely. If a question is not applicable, please indicate “N/A”.**

**SECTION 1: GENERAL INFORMATION**

**1.1 Investor Type:**

- Individual (or Joint Tenants)
- Entity (Corporation, LLC, Partnership)
- Trust or Estate

**1.2 Contact Information:**

Legal Name of Investor: \_\_\_\_\_  
Date of Birth / Date of Incorporation: \_\_\_\_\_  
Principal Address (No P.O. Boxes): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Country: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**SECTION 2: ACCREDITED INVESTOR STATUS**

*Please initial the space next to the category or categories below that accurately describe your status. If none apply, leave this section blank and proceed to Section 3.*

**A. FOR INDIVIDUALS:**

\_\_\_\_\_ **1. Income Test:** I had an individual income in excess of \$200,000 in each of the two most recent years (or joint income with my spouse or spousal equivalent in excess of \$300,000 in each of those years) and I have a reasonable expectation of reaching the same income level in the current year.

\_\_\_\_\_ **2. Net Worth Test:** I have an individual net worth, or joint net worth with my spouse or spousal equivalent, that exceeds \$1,000,000. *(Note: For purposes of calculating net worth, you MUST EXCLUDE the value of your primary residence and any mortgage or debt secured by that residence up to its fair market value).*

\_\_\_\_\_ **3. Professional Certification:** I currently hold, in good standing, a Series 7, Series 65, or Series 82 license from FINRA.

**B. FOR ENTITIES / TRUSTS:**

\_\_\_\_\_ **4. Total Assets:** The entity is a corporation, LLC, or partnership not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

\_\_\_\_\_ **5. Trust:** The entity is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person.

\_\_\_\_\_ **6. Equity Owners:** The entity is an entity in which *all* of the equity owners are accredited investors.

### **SECTION 3: SOPHISTICATED INVESTOR STATUS (NON-ACCREDITED)**

*If you did not initial any category in Section 2, you MUST complete this section in its entirety. The SEC requires the General Partner to verify that you possess sufficient financial knowledge and experience to evaluate the risks of this private investment.*

#### **3.1 Educational Background:**

Highest Degree Earned: \_\_\_\_\_

Institution: \_\_\_\_\_ Year: \_\_\_\_\_

Degree Field / Major: \_\_\_\_\_

#### **3.2 Professional Experience:**

Current Occupation / Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Briefly describe your duties (specifically noting any financial, accounting, or executive responsibilities):

#### **3.3 Investment Experience:**

Please indicate your frequency of investment and your level of knowledge in the following asset classes:

- **Public Equities (Stocks):**

Frequency:  Never  Occasional  Frequent

Knowledge:  None  Basic  Advanced

- **Fixed Income (Bonds):**

Frequency:  Never  Occasional  Frequent

Knowledge:  None  Basic  Advanced

- **Private Funds / Alternative Investments (Hedge Funds, VC, Private Equity):**

Frequency:  Never  Occasional  Frequent

Knowledge:  None  Basic  Advanced

#### **3.4 Self-Assessment of Sophistication:**

Do you believe you have sufficient knowledge and experience in financial and business matters to be capable of independently evaluating the merits and risks of an investment in VISIONSQUARE FUND, L.P.?

YES  NO

### **SECTION 4: FINANCIAL POSITION & RISK TOLERANCE**

*(All Investors Must Complete This Section)*

#### **4.1 Estimated Net Worth (Excluding Primary Residence):**

Under \$250,000

- \$250,000 to \$500,000
- \$500,000 to \$1,000,000
- \$1,000,000 to \$5,000,000
- Over \$5,000,000

**4.2 Liquid Assets** (Cash, publicly traded securities, or assets easily converted to cash within 30 days):

Estimated Value of Liquid Assets: \$ \_\_\_\_\_

**4.3 Risk Acknowledgement:**

Do you understand that an investment in the Partnership is highly illiquid, speculative, and that you could lose your entire capital commitment?

YES  NO

Can you bear the economic risk of this investment, including a complete loss, without suffering a material change in your standard of living?

YES  NO

**SECTION 5: PURCHASER REPRESENTATIVE**

*(Complete only if you are relying on a financial advisor or legal counsel to evaluate this investment).*

**5.1 Representative Utilization:**

Are you relying on a Purchaser Representative to assist you in evaluating the merits and risks of this investment?

YES  NO *(If NO, proceed to Signature).*

**5.2 Representative Information:**

Name of Representative: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

*(Note: If relying on a Purchaser Representative, the Representative must separately provide a letter to the General Partner disclosing their qualifications and any material relationships or conflicts of interest with the Partnership or General Partner).*

**SIGNATURE AND ATTESTATION**

The undersigned represents and warrants that: (i) the information contained herein is complete and accurate and may be relied upon by the General Partner; (ii) the undersigned will notify the General Partner immediately of any material change in any of such information occurring prior to the acceptance of the undersigned's subscription; and (iii) the undersigned has received and carefully reviewed the Confidential Private Placement Memorandum and the Limited Partnership Agreement of VISIONSQUARE FUND, L.P.

**IN WITNESS WHEREOF**, the undersigned has executed this Investor Questionnaire on the date set forth below.

**Signature of Investor** (or Authorized Signatory):

**Printed Name** (and Title, if applicable):

**Date:**