

# SUBSCRIPTION AGREEMENT

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# SUBSCRIPTION AGREEMENT

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(ERC-3643 TOKENIZED SECURITIES – PRIVATE OFFERING)

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND RULE 506(b) PROMULGATED THEREUNDER AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

*COMPANYNAME*  
*Address*

The undersigned subscriber ("**Subscriber**") understands that *COMPANYNAME* an *jurisdiction* entity (the "**Company**") is offering a class of tokenized securities in the form of **ERC-3643 permissioned tokens** issued on the Ethereum blockchain, each token representing one security share of the Company, par value ·per share (the "**Securities**"). The Securities are being offered in one or more separate private placements in an offering exempt pursuant to Section 4(a)(2) of the Securities Act and Rule 506(b) promulgated thereunder, without registration of the Securities under the Securities Act (the "**Offering**").

The Securities will be issued solely in uncertificated, native digital form as ERC-3643-compliant tokens recorded on the Ethereum blockchain, subject to on-chain transfer controls and whitelisting requirements designed to support compliance with applicable securities laws and the rules of any trading system on which the Securities may be transacted.

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## 1. Subscription

Subject to the terms and conditions hereof and as separately agreed by the parties, the Subscriber hereby subscribes for the number of Securities able to be purchased on each subscription date set forth in the Schedule on the signature page hereto (each, a "**Subscription Date**") at an issue price per Security on each Subscription Date as set out in the Schedule (the "**Consideration**"), such amounts to be settled in Ether ("**ETH**"), the native cryptocurrency of the Ethereum blockchain.

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The Subscriber acknowledges that:

- (a) The Securities will be issued only in book-entry and native digital token form, represented by ERC-3643 tokens recorded to the Subscriber's designated Whitelisted Wallet (as defined below); and
- (b) No physical certificates representing the Securities will be issued.

The Subscriber further acknowledges that the Securities will be subject to restrictions on transfer as set forth in this Subscription Agreement, applicable securities laws, and the ERC-3643 smart-contract logic.

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## 2. Acceptance of Subscription and Issuance of Securities

Subject to the terms and conditions hereof, the Company hereby agrees to sell to the Subscriber the Securities at the Closing referred to in Section 3, in an aggregate amount not to exceed 4.99 the total number of Securities outstanding, or such other limit as the Company may determine in accordance with applicable law.

Upon the Company's acceptance of this Subscription Agreement and receipt of the applicable Consideration, the Company (or its designated issuance agent) shall **mint** the corresponding number of ERC-3643 tokens and cause such tokens to be recorded on-chain to the Subscriber's designated Whitelisted Wallet, as reflected in the records of the Company or its transfer/whitelisting agent.

For purposes of this Agreement, a "**Whitelisted Wallet**" means a blockchain address that has been approved in accordance with the Company's and any applicable trading platform's know-your-customer, anti-money-laundering, sanctions, investor-qualification, and other compliance procedures and is permitted under the ERC-3643 smart contracts and applicable laws to hold and receive the Securities.

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## 3. The Closing: SEC / ERC-3643 / Trading System Compliance

The closing of the purchase and sale of the Securities (the "**Closing**") shall take place on each Subscription Date, or such other later date and at such time and place (including by electronic means) as the Company may agree with the Subscriber; provided that all requirements for on-chain and off-chain verification related to the Offering, including satisfaction of applicable know-your-customer, anti-money-laundering, sanctions-screening, investor qualification (including accredited investor status, where applicable), and whitelisting requirements under

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the Company's ERC-3643 implementation and any applicable alternative trading system or other regulated trading venue (collectively, the "**Regulatory Requirements**"), are satisfied on or before such Closing.

The Company shall designate one or more ETH wallets or omnibus accounts used to receive subscription proceeds and to fund issuance and settlement of the Securities (each, a "**Reserve Wallet**").

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## 4. Payment for Securities

In consideration of the sale of the Securities, the Subscriber shall pay the Consideration to the Company in ETH in the amount payable on each Subscription Date as set forth in the Schedule. Payment for the Securities shall be made directly to the Company in unencumbered ETH by transfer to a designated Reserve Wallet in the name of the Company, as notified to the Subscriber in writing prior to the applicable Subscription Date.

Upon the occurrence of a Closing, the Subscriber shall receive notice and evidence (which may be in electronic form) of the number of Securities issued to the Subscriber and reflected (i) on the books and records of the Company or its transfer/whitelisting agent and (ii) on the Ethereum blockchain as ERC-3643 tokens recorded to the Subscriber's Whitelisted Wallet, which records shall indicate that the Securities were sold in reliance upon an exemption from registration under the Securities Act.

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## 5. Representations and Warranties of the Company

(Sections 5(a), 5(b), 5(c), 5(e)–(k) remain as in your current draft, except where they refer to listed "Class A Shares" or SEC reporting status inconsistent with this private tokenized model; those references should be deleted or adapted to your actual status.)

Replace existing Section 5(d) with:

(d) **Authorization of ERC-3643 Securities.** The Company has authorized the issuance of up to 2,000,000 ERC-3643 tokenized compliance securities, par value ·per share (the "**ERC-3643 Shares**"). The ERC-3643 Shares have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable and will not have been issued in violation of or subject to any preemptive or similar rights created under the Company's organizational documents or applicable law. The ERC-3643 Shares rank *pari passu* in right of payment and in all other respects with each other within the same class of Securities, and no other securities of the Company are senior to the ERC-3643 Shares with respect to dividend rights or rights upon liquidation, dissolution, or winding-up, except as disclosed in writing to the Subscriber.

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In Section 5(e), replace references to “listing” or “deregistering” ERC-3643 Shares on an exchange with language tied to your trading venue(s), for example:

“There is no suit, action, proceeding, or investigation pending or, to the knowledge of the Company, threatened against the Company by any governmental authority or self-regulatory organization seeking to prohibit or terminate the trading of the Securities on any alternative trading system or other regulated trading venue on which the Securities are or may be authorized to trade.”

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## 6. Representations and Warranties of the Subscriber

Your existing Section 6 is already well-formed for Reg D / Regulation S and can largely remain unchanged, with one additional concept added under transfer restrictions to tie into ERC-3643.

In Section 6(e)(ii), after the existing legend / Rule 144 discussion, add:

“To the extent the Securities are represented by or embodied in ERC-3643 tokens, the Subscriber understands that such tokens are further subject to on-chain transfer restrictions and whitelisting requirements implemented in the applicable smart contracts, which may prevent or delay transfers that do not comply with applicable laws or contractual restrictions, regardless of whether an exemption from registration may otherwise be available.”

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## 7. On-Chain Transfer Controls; Trading Systems

Insert a new section after your existing “Legend” section:

### **On-Chain Transfer Controls; Trading Systems.**

(a) The Securities are embodied solely in ERC-3643 permitted tokens and are subject to on-chain transfer controls encoded in one or more smart contracts implemented by or on behalf of the Company (the “**ERC-3643 Contracts**”). Transfers of the Securities may be effected only (i) between Whitelisted Wallets and (ii) in compliance with applicable securities laws, this Subscription Agreement, the internal policies of the Company, and the rules of any alternative trading system or other regulated trading venue on which the Securities are authorized to trade (collectively, the “**Trading Systems**”), as well as the technical restrictions and conditions embedded in the ERC-3643 Contracts.

(b) The Subscriber acknowledges that the Company, the Trading Systems, and their respective service providers may decline to effect, or may reverse or restrict, any transfer that would result in a violation of applicable securities, sanctions, or AML laws or the terms of this Subscription Agreement, including, without limitation, any applicable lock-up or resale restrictions.

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(c) The Subscriber understands that any on-chain or off-chain matching of orders for the Securities through a Trading System is subject to applicable law and regulation, including, where applicable, Regulation ATS under the Exchange Act and related requirements, and that access to and use of any such Trading System may be limited to vetted, whitelisted participants.

You can substitute your specific platform name (for example, “Advance Trading Systems”) for “Trading Systems” where you want branding.

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## 8. Legends

Keep your existing federal and state law legend, and append:

“TO THE EXTENT THE SECURITIES ARE REPRESENTED BY OR EMBODIED IN ERC-3643 TOKENS, SUCH TOKENS ARE FURTHER SUBJECT TO ON-CHAIN TRANSFER RESTRICTIONS AND WHITELISTING REQUIREMENTS IMPLEMENTED IN THE APPLICABLE SMART CONTRACTS, WHICH MAY PREVENT OR DELAY TRANSFERS THAT DO NOT COMPLY WITH APPLICABLE LAWS OR CONTRACTUAL RESTRICTIONS.”

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## 9. Reference to ERC-3643 Community / Association (optional recital/definition)

If you want to acknowledge the broader standard without creating legal obligations to the association:

“ERC-3643 Standard. ERC-3643 is an Ethereum token standard designed for the tokenization of regulated assets. References in this Agreement to ‘ERC-3643’ are to the technical standard as implemented by or on behalf of the Company from time to time and do not create any rights in favor of, or obligations to, any third-party standards body or association.”

## 10. Waiver, Amendment.

Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged, or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge, or termination is sought.

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## 11. Assignability.

Neither this Subscription Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof shall be assignable by either the Company or the Subscriber without the prior written consent of the other party.

## 12. Governing Law.

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands, without regard to conflict of law principles thereof. The parties agree that any action brought by either party to interpret or enforce any provision of this Subscription Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of the appropriate state or federal court for the district encompassing the Company's principal place of business.

## 13. Section and Other Headings.

The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

## 14. Counterparts.

This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which together shall be deemed to be the same agreement.

## 15. Notices.

All notices and other communications provided for herein shall be in writing. They shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or email to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

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If to the Company:	Attention: Kyle Guse, Esq., General Counsel
If to the Subscriber:	See address below, the signature of the Subscriber

## 16. Binding Effect.

The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

## 17. Survival.

All representations, warranties, and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents, and instruments which are not material or which are to the benefit of the Subscriber, and (iii) the death or disability of the Subscriber.

## 18. Notification of Changes.

The Subscriber hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the Subscriber contained in this Subscription Agreement to be false or incorrect.

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## 19. Severability.

If any term or provision of this Subscription Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement this \_\_\_the day of \_\_\_\_\_, 2025.

SUBSCRIBER (if an individual):
By _____
Name:

SUBSCRIBER (if an entity):
_____
Legal Name of Entity
By _____
Name:
Title:

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State/Country of Domicile or Formation: \_\_\_\_\_

Address of Subscriber:

Subscriptions Securities:

No.	Subscription Date <sup>(1)</sup>	Price per Share	Number of Securities	Consideration
1.	[.]	\$.[]	[.]	[.] ERC

(1) The Subscription Date herein is provided for reference purposes only and shall not be deemed as strict or binding deadlines.

The offer to purchase Securities as set forth above is confirmed and accepted by the Company as to all of the Securities for the subscription amount specified above on the subscriber's signature page.

DDC Enterprise Limited
By _____
Name:
Title: