

USDPROP SECURITY TOKEN SUBSCRIPTION AGREEMENT

TO: USDPROP REAL ESTATE FUND (the "Fund") c/o [Fund Manager/General Partner Entity] [Fund Manager Address]

RE: Subscription for USDPROP Security Tokens (ERC-3643) on the Polygon Blockchain

IMPORTANT NOTICE ON DIGITAL SECURITIES AND WEB3 WALLETS

[!IMPORTANT] BY SIGNING THIS AGREEMENT AND INITIATING THE MINTING SEQUENCE, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE USDPROP PRIVATE PLACEMENT MEMORANDUM (PPM) AND THE TERMS HEREIN. YOU AGREE TO BIND YOUR CRYPTOGRAPHIC WALLET ADDRESS ON-CHAIN TO AN ONCHAINID COMPLIANCE IDENTITY REGISTRY AND CONSENT TO CRYPTOGRAPHIC SIGNATURE CHECKS (EIP-712) FOR ALL MINTING, BURNING, AND TRANSFER ACTIONS.

1. SUBSCRIPTION AND MINTING PROCESS

1.1 Subscription Order

The undersigned (the "Subscriber") hereby subscribes for and agrees to purchase **USDPROP Security Tokens** (the "Tokens") from the Fund for the aggregate investment amount specified on the signature page of this Agreement (the "Subscription Amount"), payable in **USD Coin (USDC)** (the "Base Stablecoin"), at a price per Token equal to the Net Asset Value (the "NAV") per Token determined on the date of execution of the purchase.

1.2 Minimum Subscription

The minimum initial subscription amount is **5,000 USDC**, subject to waiver or modification by the Fund Manager in its sole discretion.

1.3 Blockchain Subscription Protocol

The Subscriber acknowledges and agrees that the subscription is executed via the **InvestmentManager** smart contract (`0xe901ef0395850A217b19F2cc0819527ae4D2949f`) on the Polygon Mainnet according to the following on-chain workflow:

- KYC/AML Whitelisting:** The Subscriber must successfully complete off-chain identity verification and, if applicable, accredited investor status validation.
- On-Chain Registry:** The Fund's KYC Admin will register the Subscriber's wallet address (**the Subscriber's Registered Address**) and associate it with a unique **ONCHAINID** in the **IdentityRegistryStorage** (`0xA017992Fddc1A65d6dD8b753E54cf5cA3E466201`), emitting claims corresponding to general KYC approval (Topic 1), residence country (Topic 3), AML clearances (Topic 4), and accreditation (Topic 2) or Non-US person status (Topic 6).

3. **USDC Approval:** The Subscriber must call the `approve` function on the USDC ERC-20 contract, authorizing the `InvestmentManager` contract to transfer the Subscription Amount from the Subscriber's Registered Address.
 4. **EIP-712 Cryptographic Consent:** The Subscriber must sign an off-chain cryptographic message containing the order terms (wallet address, USDC amount, minimum tokens to receive, deadline, and nonce). The Fund's execution agent will submit the signed message to the `InvestmentManager` contract via the `investWithConsent` function.
 5. **Token Issuance:** Upon successful verification of the signature, the compliance module checks, and payment of USDC to the Treasury (`SafeMultisig`), the smart contract will automatically mint and deliver the USDPROP Tokens directly to the Subscriber's Registered Address.
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2. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE SUBSCRIBER

The Subscriber represents, warrants, and covenants to the Fund and the Fund Manager as follows, knowing that the Fund is relying on these representations to ensure compliance with securities laws:

2.1 Verification of Accredited Investor Status (For US-based Subscribers)

If the Subscriber is a resident of the United States or a US Person, the Subscriber represents and warrants that they are an "**Accredited Investor**" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). The Subscriber qualifies under the category checked below (check at least one):

- **Net Worth:** An individual whose individual net worth, or joint net worth with their spouse, exceeds \$1,000,000 at the time of purchase (excluding the value of the primary residence).
- **Income:** An individual who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with their spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.
- **Trust:** 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.
- **Entity:** An entity (corporation, partnership, or LLC) in which all of the equity owners are accredited investors.
- **Licensed Professional:** An individual holding in good standing one of the professional certifications, designations or credentials designated by the SEC (e.g., Series 7, Series 65, or Series 82 licenses).

[!WARNING] **REASONABLE STEPS TO VERIFY:** Under Rule 506(c), the Subscriber agrees to cooperate with the Fund's verification agent and provide necessary supporting documentation (including, but not limited to, tax filings, W-2 forms, brokerage statements, or an official letter from a certified public accountant, licensed attorney, or SEC-registered investment adviser) to verify accredited status.

2.2 Verification of Non-US Person Status (For Non-US/LATAM Subscribers)

If the Subscriber is not a resident of the United States and is not a US Person, the Subscriber represents and warrants that they are acquiring the Tokens in an offshore transaction complying with **Regulation S** under the Securities Act. In support thereof, the Subscriber covenants and represents:

- The Subscriber is not a "U.S. Person" as defined in Rule 902(k) of Regulation S.
 - At the time the buy order was originated, the Subscriber was physically outside the United States.
 - The Subscriber is acquiring the Tokens for their own account and not for the account or benefit of any U.S. Person.
 - The Subscriber agrees not to offer, sell, or transfer the Tokens in the United States or to a US Person unless the transfer is registered under the Securities Act or is executed pursuant to an available exemption.
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3. ON-CHAIN SECURITIES RESTRICTIONS AND PROTOCOL RULES

The Subscriber acknowledges, understands, and consents to the enforcement of the following on-chain compliance rules coded within the `USDPROPComplianceModule` (`0x6A7863dF05D06956bfE8B7650f2c2983e214bDcc`):

3.1 Holding Lock-up Periods

The Tokens cannot be transferred, exchanged, or redeemed (burned) until the regulatory lock-up period expires. The lock-up clock starts on the date of the Subscriber's first token minting sequence:

- **US Persons (Reg D):** Subject to a **365-day** holding lock-up (`LOCKUP_USA_SECONDS`).
- **Non-US Persons (Reg S):** Subject to a **40-day** holding lock-up (`LOCKUP_REGS_SECONDS`).
- **Top-up Exception:** Any subsequent subscriptions (top-ups) made by the Subscriber will not extend the lock-up period. The original expiration date applies to all tokens held in the wallet.
- **Burn Lock-up Enforcement:** Redemptions (burning tokens in exchange for USDC) are strictly blocked during the lock-up period.

3.2 Secondary Market Transfer Constraints

All peer-to-peer transfers are validated dynamically by the smart contract compliance module.

- **KYC Requirement:** No transfer can be executed unless both the sender and receiver hold active, unexpired KYC (Topic 1) and AML (Topic 4) claims on-chain.
- **Country Limits:** Transfers from US accounts to non-US accounts are permanently blocked. Transfers from non-US accounts to US accounts are permitted *only* if the US receiver holds an active Topic 2 claim (Accredited US).
- **Aggregate Holding Limits (Country Caps):** Smart contracts enforce aggregate limit allocations per country code. If a transfer would cause the total USDC value held by citizens of a specific country to exceed the limits set by the manager, the transaction will automatically revert.

3.3 Administrative Freezing and Pausing

- The Subscriber consents to the Fund's ability to pause the Token contract globally or freeze the Subscriber's specific wallet address on-chain (`setAddressFrozen`) if requested by regulatory authorities, in connection with an active AML/PEP alert, or in the event of a documented private key security compromise.
- In the case of wallet freezing or key loss, the Subscriber agrees that the Fund Manager, upon receipt of offline identification verification, may execute an administrative burn-and-reissue sequence to recover the Subscriber's assets to a newly registered wallet address.

4. LIMITATION OF LIABILITY AND INDEMNIFICATION

4.1 Indemnification

The Subscriber agrees to indemnify and hold harmless the Fund, the Fund Manager, their affiliates, and their respective directors, officers, employees, agents, and smart contract developers against any loss, liability, claim, damage, or expense (including reasonable legal fees) arising out of or in connection with any breach of any representation, warranty, or covenant made by the Subscriber in this Agreement.

4.2 Web3 and Smart Contract Disclaimers

The Subscriber acknowledges that purchasing tokens on a public blockchain involves technical risks, including gas price fluctuations, network latency, smart contract bugs, or exploits. Under no circumstances shall the Fund or its technical operators be liable for losses resulting from third-party hacking of the Subscriber's private keys, general network congestion on Polygon, or de-pegging of the USDC stablecoin.

5. MISCELLANEOUS

5.1 Governing Law and Dispute Resolution

This Agreement and all rights, duties, and obligations arising hereunder shall be governed by, construed, and enforced in accordance with the laws of [Jurisdiction, e.g., Delaware, Cayman Islands, etc.], without giving effect to principles of conflicts of laws. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with [Arbitration Body, e.g., AAA / JAMS] rules.

5.2 Entire Agreement

This Agreement, along with the Private Placement Memorandum, constitutes the entire agreement between the parties relative to the subject matter hereof and supersedes any prior agreements or understandings.

6. SUBSCRIPTION SIGNATURE PAGE

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement.

INVESTMENT DETAILS:

- **Requested Subscription Amount (USDC):** _____
- **Subscriber Registered Wallet Address (for Token Receipt):**
0x_____ (Must be the wallet connected to the DApp and bound to the ONCHAINID)

SUBSCRIBER SIGNATURE:

- **Subscriber Name (Print):** _____
- **Entity Name (if applicable):** _____
- **Title of Signatory (if applicable):** _____
- **Signature:** _____
- **Date:** _____

- **Subscriber Country of Residence (ISO-3166 Code):** _____
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[TO BE COMPLETED BY THE FUND MANAGER]

ACCEPTANCE OF SUBSCRIPTION

The USDPROP Real Estate Fund hereby accepts the subscription of the Subscriber for the purchase of USDPROP Security Tokens on the terms set forth above.

USDPROP REAL ESTATE FUND By: [Fund Manager / General Partner Entity]

Name: _____ Title: _____ Signature: _____ Date: _____
Accepted Token Quantity: _____ Tokens (minted at NAV price on the execution date). Registered ONCHAINID Address:

0x_____