

Subscription Agreement SWS General LP

1. **Subscription.** The undersigned ("**Subscriber**") hereby subscribes pursuant to this subscription agreement (this "**Subscription Agreement**") for a limited partner interest ("**Interest**") in, and wishes to be admitted as a limited partner ("**Limited Partner**") to SWS General LP, a Cayman Islands exempted limited partnership (the "**LP**"), with a capital commitment ("**Capital Commitment**") set forth in the investor questionnaire portion of this Subscription Agreement (the "**Investor Questionnaire**"). Such Interest shall be in the form of the crypto asset that is the digital representation of Interests in the LP, created in connection with blockchain or other distributed ledger technology and designated as the "SWS Tokens" (the "**SWS Tokens**").
2. **Acceptance of Agreement; Conditions.** The Subscriber understands and agrees that this subscription is made subject to the terms and conditions contained in this Subscription Agreement and the amended and restated exempted limited partnership agreement of the LP (as amended and/or restated from time to time, the "**Partnership Agreement**"), and that Euroasian Rail String System Holding V Ltd, (the "**General Partner**") shall have the right to accept or reject the Subscriber's Capital Commitment for any reason or no reason, in whole or in part, and at any time prior to its acceptance. The Subscriber agrees to provide any information reasonably requested by the General Partner to verify the accuracy of the representations contained herein. The Subscriber acknowledges that the LP expects to enter into separate Subscription Agreements with other investors providing for the sale of interests in the LP.
3. **Representations, Warranties and Covenants of the Subscriber.** The Subscriber hereby represents and warrants to, and agrees with, the General Partner and the SWS Parties (as defined below as follows: agrees with, the General Partner and the SWS Parties (as defined below as follows:
 1. The LP, the General Partner, the Underlying Funds (as defined below), and their respective officers, directors, principals, partners, members, employees, agents, and other affiliates (collectively, the "SWS Parties") will be relying on the information, representations, warranties and covenants of the Subscriber in this Subscription Agreement for many purposes.
 2. **Indirect Participation in Underlying Funds; Partnership Expenses.** The LP is being established as an entity that will invest all its capital commitments except costs for operational expenses of LP, including but not limited to marketing and legal fees, salaries and etc., for developing the SmartWorld program, hereinafter the "Underlying Funds".
 3. **Binding Obligation.** The Partnership Agreement and the Subscription Agreement shall become binding and enforceable against the Subscriber in accordance with their terms upon the Subscriber on the date, if any, that the General Partner accepts this subscription in whole or in part. The Subscriber understands that, upon acceptance

by the General Partner, the Subscriber is not entitled to cancel, terminate or revoke this Subscription Agreement or any of the powers conferred in this Subscription Agreement. Upon acceptance, the Subscriber shall adopt, accept and become bound by all the terms of the provisions of the Partnership Agreement and shall agree to perform all of the undersigned's obligations therein, subject to any other written arrangements entered into by the parties with respect to the Subscriber's investment. The Subscriber further agrees to execute such other documentation as the LP or the General Partner may reasonably request in order to reflect the agreement of the undersigned set forth herein.

4. Regulatory Issues. The Subscriber understands that, as of the date of this Subscription Agreement, the General Partner and the SWS Parties are not registered as an investment adviser with the Securities and Exchange Commission (the "SEC") under the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act") or with the securities commission of any state or other jurisdiction. As a result, the LP, the Subscriber as a holder of the SWS Tokens issued by the LP and the Underlying Funds, will not be afforded the full set of protections provided to clients of registered investment advisers under the Advisers Act or comparable state law. The duties, including fiduciary duties, of the General Partner to the Subscriber or any Limited Partner may be modified or eliminated as set forth in the Partnership Agreement. The Subscriber acknowledges and understands that (i) the Interests, the SWS Tokens, the limited partner interests have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state or the securities laws of any other jurisdiction, nor is registration contemplated, (ii) the SWS Tokens, are being offered and sold to persons who are not "U.S. Persons" (as defined in Rule 902(k) of Regulation S of the Securities Act). (iii) the transactions contemplated in the Partnership Agreement, this Subscription Agreement, the Offering Materials have not been reviewed by, passed on or submitted to any U.S. federal or state agency or self-regulatory organization, or any Cayman Islands governmental authority. The LP, the Subscriber as a holder of the SWS Tokens issued by the LP will not be afforded the full set of protections provided under the Securities Act or comparable state law. The Subscriber understands and agrees that the LP and the Underlying Funds intend to be exempt from registration as an investment company pursuant to an exception from the definition of "investment company" provided in either Section 3(c)(1) or Section 3(c)(7) of the U.S. Investment Company Act of 1940, as amended (the "1940 Act"). The LP, the Subscriber as a holder of the SWS Tokens issued by the LP and the Underlying Funds will not be afforded the full set of protections provided under the 1940 Act or comparable state law. The Subscriber understands that the General Partner is not registered with the SEC or with the securities commission of any state or other jurisdiction as a broker-dealer under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). The LP, the Subscriber as a holder of the SWS Tokens issued by the LP and the Underlying Funds will not be afforded the full set of protections provided under the Exchange Act or comparable state law.
5. Authorization; No Conflict. If the Subscriber is an **individual**, the Subscriber has all requisite legal capacity for the purchase of the SWS Tokens; the Subscriber has all requisite legal capacity for the execution and delivery of this Subscription Agreement

and each other document required to be executed and delivered by the Subscriber in connection with this subscription for the SWS Tokens; and neither the execution, delivery or performance of this Subscription Agreement or any other document required to be executed and delivered by the Subscriber in connection with this subscription for the SWS Tokens, nor the consummation of any of the transactions contemplated hereby or thereby by the Subscriber, (a) will violate or conflict with any law, rule, regulation, judgment, order or decree of any court or other governmental body, (b) will conflict with or result in any breach or default under, permit any party to accelerate any rights under or terminate, or result in the creation of any lien, charge or encumbrance pursuant to the provision of any material contract, indenture, mortgage, lease, franchise, license, permit authorization, instrument or agreement of any kind to which the Subscriber is a party or by which the Subscriber is bound or to which the properties or assets of the Subscriber are subject, or (c) will require the consent or approval of any person other than consents or approvals that have already been obtained. If the Subscriber is an **entity**, the Subscriber is a corporation or other organization duly incorporated or organized, validly existing and in good standing under the laws of its state of incorporation or organization and has the requisite power and authority to carry on its business and operations as now being conducted, the execution and delivery of this Subscription Agreement and each other document required to be executed and delivered by the Subscriber in connection with its subscription for the SWS Tokens, and the performance by the Subscriber under those agreements, have been duly authorized by appropriate action. The Subscriber shall deliver to the General Partner any evidence of the foregoing as the General Partner may reasonably require, whether by way of certified resolution or otherwise; and the person executing and delivering this Subscription Agreement and any other instruments on behalf of the Subscriber has all requisite power, authority and capacity to execute and deliver those instruments. If the Subscriber is **acting as trustee, agent, representative or nominee** for a subscriber (an "**Ultimate Owner**"): The Subscriber understands and acknowledges that the representations, warranties and agreements made in this Subscription Agreement are made by the Subscriber both (a) with respect to the Subscriber and (b) with respect to the Ultimate Owner. The Subscriber further represents and warrants that it has all requisite power and authority from the Ultimate Owner to execute and perform the obligations under this Subscription Agreement. **Except as otherwise agreed to in writing with the General Partner, the Subscriber agrees to indemnify the SWS Parties for any and all costs, fees and expenses (including reasonable legal fees and disbursements) in connection with any damages resulting from the assertion of the Subscriber's Ultimate Owner that there was no proper authorization from the Ultimate Owner to enter into this Subscription Agreement or perform its obligations under it.**

6. Offering Materials and Other Information. The Subscriber acknowledges that in the event of any differences between the terms provided in this Subscription Agreement, Partnership Agreement and any term sheet or other offering materials provided to the Subscriber prior to signing the Signature Page ("**Offering Materials**"), the terms and conditions of the **Partnership Agreement** shall supersede any contrary information set forth in this Subscription Agreement and/or Offering Materials. The Subscriber has had an opportunity to (i) ask questions of and receive answers from the General Partner

concerning the terms and conditions of this Subscription Agreement, the Partnership Agreement, the Offering Materials and the Underlying Fund Offering Materials and the business of the LP and the Underlying Funds and (ii) obtain any additional information concerning the offering, the LP, the Underlying Funds and any related material to the extent the LP, the General Partner, possesses relevant information or can acquire it without unreasonable effort or expense. **The Subscriber agrees not to copy, reproduce or deliver the Partnership Agreement, the Offering Materials, this Subscription Agreement to any other person, except its professional advisers, without the written consent of the General Partner.**

The Subscriber acknowledges that in making a decision to subscribe for the SWS Tokens, the Subscriber has relied solely upon the Partnership Agreement, the Offering Materials and independent investigations made by the Subscriber. The Subscriber is not relying and may not rely on any pitch deck or other marketing materials for purposes of making a decision to subscribe for the SWS Tokens. The Subscriber is also not relying on the SWS Parties with respect to the legal, tax and other economic factors involved in this investment and understands that it is solely responsible for reviewing the legal, tax and other economic considerations involved with an investment in the LP with its own legal, tax and other advisers. The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the LP and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the LP and believes that an investment in the LP is suitable and appropriate for the Subscriber. The Subscriber understands that it is solely responsible for reviewing this Subscription Agreement and, to the extent he, she or it believes necessary, for discussing with counsel the representations, warranties and agreements that the Subscriber is making in this Subscription Agreement. Neither the General Partner nor anyone on its behalf has made any representations (whether written or oral) to the Subscriber (i) regarding the future performance of the LP or (ii) that the past performance of the principal(s) of the LP will in any way predict the results of the LP's activities.

7. The SWS Tokens are being acquired solely for the Subscriber's account, for investment, and **are not being purchased with a view to or for distribution, subdivision or fractionalization.** The Subscriber has sufficient knowledge and experience, either independently or together with his, her or its purchaser representative(s), in financial and business matters to enable the Subscriber to evaluate the merits and risks of an investment in the LP.
8. The Subscriber: (i) is able to bear the economic cost of carrying the investment in the LP for an indefinite period of time; (ii) has adequate means of providing for his, her or its current needs and possible personal contingencies even in the event of a complete loss of this investment; and (iii) has no need for liquidity of the SWS Tokens. The Subscriber's investment in the LP is consistent with the investment purposes and objectives and cash flow requirements of the Subscriber and will not adversely affect the Subscriber's overall need for diversification and liquidity. The Subscriber acknowledges that (i) distributions, including, without limitation, the proceeds of resignations, may be paid in Bitcoin, Ether or in kind and (ii) the General Partner may require the Subscriber to

withdraw all or any portion of the Subscriber's capital account pursuant to the terms and conditions set forth in the Partnership Agreement. The Subscriber acknowledges and is aware of (i) the LP having a limited financial and operating history and this is the LP's first venture; (ii) the speculative nature and the degree of risk involved in the LP and the Underlying Funds' proposed investment activities, as described in the Offering Materials, this Subscription Agreement and the Underlying Fund Offering Materials; (iii) there are certain actual and potential conflicts of interest that should be considered by the Subscriber before subscribing for the SWS Tokens; (iv) the tax effects that may be expected by the LP are not susceptible to precise prediction, and future legislation, future rulings of the Internal Revenue Service ("IRS") and court decisions may have an adverse effect on one or more of the tax elections made by the LP; and (vi) valuations for certain purposes under the Partnership Agreement may be unaudited and/or estimated and the General Partner has certain rights with respect to valuing securities. **The Subscriber is solely responsible for reviewing, understanding and considering the risks above and any additional risks, including without limitation those described in Part V and Part VI of this Subscription Agreement.** The LP's business, financial condition and results of operations could be materially and adversely affected by any one or more of those risk factors, as could the underlying value of each Limited Partner's SWS Tokens, which may lead to the complete loss of any investment Subscriber makes in the LP.

9. The Subscriber acknowledges and is aware that the General Partner may reject and/or restrict the transferability of the limited partner interests and the SWS Tokens.
10. The Subscriber understands and agrees that in connection with the services provided to the LP, its personal data may be transferred and/or stored in various jurisdictions in which the LP and the SWS Parties have a presence, including in or to jurisdictions that may not offer a level of personal data protection equivalent to the Subscriber's country of residence. The Subscriber further understands and agrees that, although the LP and the SWS Parties will use their reasonable efforts to keep the information provided in the answers to this Subscription Agreement strictly confidential, the SWS Parties may present this Subscription Agreement and the information provided in it, details of the Subscriber's holdings in the LP, historical and pending transactions in the LP and the values of those transactions, to any parties (e.g., affiliates, attorneys, auditors, administrators, brokers and regulators) as the SWS Parties deem necessary or advisable to facilitate the acceptance and management of the Subscriber's capital contributions, including, but not limited to, (x) in connection with anti-money laundering and similar laws, (y) if called upon to establish the availability under any applicable law of an exemption from registration of the Interests and the SWS Tokens or to establish compliance with applicable law generally by the SWS Parties, or (z) if the information is relevant to any issue in any action, suit, or proceeding to which the SWS Parties are a party or by which they are or may be bound. The SWS Parties may also release information about the Subscriber if directed to do so by the Subscriber, if compelled to do so by law or in connection with any government or self-regulatory organization request or investigation. **Any disclosure, use, storage or transfer of information for these purposes shall not be treated as a breach of any restriction upon the disclosure, use, storage or transfer of information imposed on any person by law or otherwise.**

11. Neither the Subscriber, nor any of its affiliates or direct or indirect beneficial owners, (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), nor are they otherwise a party with which the LP is prohibited to deal under the laws of the United States or otherwise is the subject or target of sanctions administered or enforced by OFAC or the E.U. or U.K. as extended to the Cayman Islands (“Sanctions”), (ii) is a person identified as a terrorist organization on any other relevant lists maintained by governmental authorities, (iii) unless otherwise disclosed in writing to the General Partner prior to the Subscriber’s subscription for the SWS Tokens is a senior foreign political figure, or any immediate family member or close associate of a senior political figure or is (iv) is located, organized or resident in a country that is the subject of Sanctions. The Subscriber further represents and warrants that the Subscriber: (1) has conducted thorough due diligence with respect to all of its beneficial owners, (2) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owner’s funds and (3) will retain evidence of those identities, any source of funds and any due diligence. The Subscriber represents, warrants and agrees that no capital commitment, contribution or payment to the LP and no distribution to the Subscriber shall cause the SWS Parties to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti-money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“USA PATRIOT ACT”), the various statutes, regulations and Executive Orders administered by the U.S. Department of the Treasury Office of Foreign Assets Control and the Foreign Corrupt Practices Act and the Cayman Islands. The Subscriber represents, warrants and agrees that no capital commitment, contribution or payment to the LP is or will be derived from, invested for the benefit of, or related in any way to, (1) the government of any country either designated by the U.S. Secretary of State or under Cayman Islands law by order in Council (“Cayman Order”) as a country supporting international terrorism, (2) property that is blocked under any laws, orders or regulations administered by OFAC (“OFAC Regulations”) or Cayman Order, or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (3) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions, under OFAC Regulations or under Cayman Order, (4) the government of any country that has been designated as a “non-cooperative country or territory” by the Financial Action Task Force on Money Laundering or a country or financial institution designated by the U.S. Secretary of the Treasury as a “primary money laundering concern”, or (5) directly or indirectly, any illegal activities. The Subscriber acknowledges that, pursuant to anti-money laundering laws and regulations, the General Partner acting on behalf of the LP may be required to collect documentation verifying the Subscriber’s identity and the source of funds used to acquire the SWS Tokens before, and from time to time after, acceptance by the General Partner, on behalf of the LP, of this Subscription Agreement. The Subscriber understands and agrees that the LP may not accept any amounts from a prospective subscriber if such prospective subscriber cannot make the representations set forth in this Section. If an existing Limited Partner cannot make these representations, the LP may require the resignation of such Limited

Partner from the LP. The Subscriber agrees that to comply with applicable U.S. anti-money laundering laws and regulations, all payments, subscriptions and contributions by the Subscriber to the LP and all payments and distributions to the Subscriber from the LP will only be made (and, if any of such payments are made in Bitcoin or Ether, such payments shall be made to or from a digital wallet that is associated with an account) in the Subscriber's name based, incorporated in or formed under, the laws of the non-restricted country and that is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time. Further, the Subscriber acknowledges and agrees that any payments and distributions to the Subscriber from the LP that are made in Bitcoin or Ether will only be made to the same digital wallet from which any payments by the Subscriber were remitted to the LP. The Subscriber will provide to the SWS Parties at any time during the term of the LP any information that the General Partner determines to be necessary or appropriate (i) to comply with the anti-money laundering laws, anti-terrorism laws, rules and regulations and or any similar laws and regulations of any applicable jurisdiction and (ii) to respond to requests for information concerning the identity and or source of funds of Limited Partners from any governmental authority, self-regulatory organization or financial institution in connection with the Lp's anti-money laundering compliance procedures, or to update such information. Failure to provide such information upon request may result in the compulsory withdrawal of the Subscriber from the LP. The Subscriber acknowledges and agrees that the SWS Parties, in complying with anti-money laundering statutes, regulations and goals, may file voluntarily or as required by law suspicious activity reports ("SARs") or any other information with governmental and law enforcement agencies that identify transactions and activities that the SWS Parties reasonably determine to be suspicious, or is otherwise required by law. The Subscriber acknowledges that the SWS Parties are prohibited by law from disclosing to third parties, including the Subscriber, any SAR filing itself or the fact that a SAR has been filed. The Subscriber further understands and agrees that the General Partner may be obligated to "freeze" the Subscriber's capital account (e.g., by prohibiting additional capital contributions from the Subscriber or suspending other rights the Subscriber may have under the Partnership Agreement, including restricting distributions) and the SWS Parties may also be required to report any action or failure to comply with information requests and to disclose the Subscriber's identity to governmental authorities, self-regulatory organizations and financial institutions, in certain circumstances without notifying the Subscriber that the information has been so provided. Any report and/or disclosure made under these circumstances shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise. The Subscriber understands and agrees that, notwithstanding anything to the contrary contained in the Partnership Agreement, any side letter or any other agreement, the General Partner, on behalf of the LP, may (i) not accept any subscription for the SWS Tokens from a prospective Limited Partner if the prospective Limited Partner cannot make the representations set forth in this Section; (ii) require the withdrawal of an existing Limited Partner pursuant to the Partnership Agreement if it cannot make

the representations set forth in this Section or fails to comply with information requests as set forth in Section and/or the Partnership Agreement; or (iii) take any action set forth in this Section or any other reasonably necessary or advisable action with respect to the SWS Tokens and the Subscriber shall have no claim, and shall not pursue any claim, against the SWS Parties in connection therewith. The representations and warranties set forth in this Section 3.11 shall be deemed repeated and reaffirmed by the Subscriber to the LP as of each date that the Subscriber makes a capital contribution to, or receives a distribution from, the LP, if any. If at any time during the term of the LP, the representations and warranties set forth in this Section 3.11 cease to be true in any material respect, the Subscriber shall promptly so notify the LP in writing.

12. The Subscriber represents that it is a non-U.S. person and further represents, warrants, and agrees that: (i) it will notify the General Partner immediately if the Subscriber becomes a U.S. person at any time during which the Subscriber holds or owns any SWS Tokens; (ii) it is not acquiring the SWS Tokens for the account or benefit of a "U.S. person" as defined in Regulation S under the Securities Act; (iii) Subscriber was physically located outside of the U.S. at the time of receipt by it of the Partnership Agreement and this Subscription Agreement; and (iv) Subscriber was physically located outside of the U.S. as of the execution date of this Subscription Agreement.
4. **Disqualifying Events.** In the event that the Subscriber becomes subject to an event specified in the Partnership Agreement at any date after the date of this Subscription Agreement, the Subscriber agrees and covenants to use its best efforts to coordinate with the General Partner (i) to provide documentation as reasonably requested by the General Partner related to any Disqualifying Event and (ii) to implement a remedy to address the Subscriber's changed circumstances so that the changed circumstances will not affect in any way the LP or the SWS Parties' ongoing and/or future reliance on an exemption under the Securities Regulation. The Subscriber also acknowledges that the General Partner may periodically request assurance that the Subscriber has not become subject to a Disqualifying Event at any date after the date of the Subscriber's signature on the Signature Page, and the Subscriber further acknowledges and agrees that the General Partner shall understand and deem the failure by the Subscriber to respond in writing to any requests to be an affirmation and restatement of the representations, warranties and covenants in this Section 4.
5. **Tax Information.** The Subscriber certifies that the Subscriber has completed and submitted any required waiver of local privacy laws that could otherwise prevent disclosure of information to a SWS Party, the IRS or any other governmental authority for purposes of Chapter 3, Chapter 4 or Chapter 61 of the Code (including without limitation in connection with FATCA or the CRS, as defined below) or any intergovernmental agreement entered into in connection with the implementation of FATCA or the CRS (an "IGA"), and any other documentation required to establish an exemption from, or reduction in, withholding tax or to permit the LP to comply with information reporting requirements pursuant to Chapter 3, Chapter 4 or Chapter 61 of the Code (including, without limitation, in connection with FATCA, the CRS or any IGA). The Subscriber further certifies that the Subscriber will, within 30 days of the Subscriber's

receipt of notice that the Subscriber is a Limited Partner, provide to the General Partner a new CRS self-certification form and any additional documentation required if the Form previously submitted by the Subscriber is not applicable (or is not accurate) with regard to the Subscriber's interest in the LP. The Subscriber further consents to the reporting of the information provided pursuant to this Section 5, in addition to certain other information, including, but not limited to, the value of the Subscriber's interest in the LP and the amount of any distributions to the Subscriber, by the LP to the relevant tax authority if the LP is required to do so under the CRS and/or any IGA. As used in this Subscription Agreement, "FATCA" means one or more of the following, as the context requires: (i) Sections 1471 through 1474 of the Code and any associated legislation, regulations or guidance, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting, financial or tax information sharing, and/or withholding tax regimes, and the Common Reporting Standard issued by the Organisation for Economic Cooperation and Development (the "CRS") (ii) any intergovernmental agreement, treaty or any other arrangement between one jurisdiction and any of the United States, the Cayman Islands, or any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in the foregoing clause (i), and (iii) any legislation, regulations or guidance implemented in a jurisdiction to give effect to the foregoing clauses (i) or (ii). By executing this Subscription Agreement, the Subscriber understands and acknowledges that (i) the General Partner (or any other SWS Party) may be required to provide the identities of the Subscriber's direct and indirect beneficial owners to a governmental entity, (ii) the Subscriber hereby waives any provision of law and/or regulation of any jurisdiction that would, absent a waiver, prevent the LP from compliance with the foregoing and otherwise with applicable law as described in this Section 5, and (iii) the Subscriber has reviewed with the Subscriber's own tax advisers the non-U.S. tax consequences of investing in the LP, and the Subscriber relies solely on such advisers and not on any statements or representations of the General Partner, the LP or any of their agents for the non-U.S. tax consequences to the Subscriber that may result from the Subscriber's investment in the LP.

6. **Indemnification.** The Subscriber acknowledges that he, she or it understands the meaning and legal consequences of the representations and warranties contained in this Subscription Agreement, and except as otherwise agreed to in writing with the General Partner, hereby agrees to indemnify and hold harmless the SWS Parties, and each other person, if any, who controls, is controlled by, or is under common control with any of the foregoing within the meaning of Section 15 of the Securities Act (each, an "**Indemnified Party**") from and against any and all loss, claim, damage, liability or expense whatsoever (including reasonable attorneys' fees and disbursements) due to or arising out of or based upon (i) any inaccurate representation or warranty made by the Subscriber, or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber in this Subscription Agreement (including the Investor Questionnaire and the Subscriber's tax forms) or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction, (ii) any action for securities law violations instituted by the Subscriber that is finally resolved by judgment against the Subscriber, or (iii) any action instituted by or on behalf of

the Subscriber against an Indemnified Party that is finally resolved by judgment against the Subscriber or in favor of an Indemnified Party. Each Indemnified Party may enforce any rights granted to it pursuant to this Subscription Agreement in its own right as if it were a party to this Subscription Agreement. Except as expressly provided in the preceding sentence, a Person who is not a party to this Subscription Agreement shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 to enforce any term of this Subscription Agreement. Notwithstanding any term of this Subscription Agreement, the consent of or notice to any Person who is not a party to this Subscription Agreement shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Subscription Agreement at any time. The remedies provided in this Section 6 shall be cumulative and shall not preclude the assertion by any Indemnified Party of any other rights or the seeking of any other remedies against the Subscriber. Notwithstanding the foregoing, nothing contained in this Subscription Agreement or the Partnership Agreement shall constitute a waiver by a Subscriber of any of his, her or its legal rights under applicable laws or any other laws whose applicability is not permitted to be contractually waived.

7. **No Transferability.** Except as may be permitted by the Partnership Agreement, the Subscriber shall not transfer or assign this Subscription Agreement, nor any of his, her or its SWS Tokens, and agrees that any transfer or assignment of the SWS Tokens acquired pursuant to this Subscription Agreement shall be made only in accordance with the Partnership Agreement.
8. **Instructions.** The SWS Parties are authorized and instructed to accept and execute any instructions in respect of the SWS Tokens to which this Subscription Agreement relates given by the Subscriber in written form or by facsimile or other form of electronic transmission (collectively, "**Electronic Instructions**"). If Electronic Instructions are given by the Subscriber, the Subscriber undertakes to send the original letter of instructions to the LP and, except as otherwise agreed to in writing with the General Partner, agrees to keep each of the SWS Parties indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon, or failing to act upon, Electronic Instructions. The SWS Parties may rely conclusively upon and shall incur no liability in respect of (i) any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons or (ii) the non-receipt of any instructions relating to the SWS Tokens of the Subscriber delivered by facsimile or other electronic means.
9. **Power of Attorney.** The Subscriber, by executing this Subscription Agreement, hereby appoints the General Partner, with full power of substitution, as the Subscriber's true and lawful representative and attorney-in-fact, and agent of the Subscriber, with full power and authority to make, execute, acknowledge, verify, swear to, deliver, record and file, in the Subscriber's name, place and stead, the Partnership Agreement (thereby causing the Subscriber to be admitted as a Limited Partner in the LP), or any other agreement or instrument that the General Partner deems appropriate to admit the Subscriber as a Limited Partner of the LP. To the maximum extent permitted by law, this power of attorney ("Power of Attorney") is given to secure a proprietary interest of the General Partner and the performance of obligations by the Subscriber contained

herein, is irrevocable and will survive, and will not be affected by, the subsequent death, disability, incapacity, incompetency, termination, bankruptcy, insolvency or dissolution of the Subscriber. The Subscriber further acknowledges and agrees that under the terms of the Partnership Agreement, the Subscriber grants a further power of attorney to the General Partner. The Subscriber represents and warrants that the Power of Attorney granted by the Subscriber has been executed by it in compliance with the laws of the state or jurisdiction in which this Subscription Agreement was executed and to which the Subscriber is subject.

10. Miscellaneous.

1. Notices and Electronic Delivery; Privacy Policy.

1. Electronic Delivery. The SWS Parties, each at its sole and absolute discretion, may provide any notices or other communications given or made to the Subscriber and deliver to the Subscriber (or the Subscriber's designated agents) privacy statements, financial information (audited or otherwise), reports and other communications relating to any SWS Party or otherwise relating to this Subscription Agreement and/or the Subscriber's investment in the LP (collectively, "Disclosures") in electronic form, such as via email or posting to a password protected website.
2. The SWS Parties will send emails to the email address that the Subscriber has included on the Investor Questionnaire. If an email notification is undeliverable, delivery of the notice will be made to the Subscriber's postal mail address of record. The SWS Parties reserve the right to post communications on their respective websites without providing notice to the Subscriber, when permitted by law.
3. The Subscriber agrees that all Disclosures provided to the Subscriber via email notification or the website will be deemed to have been good and effective delivery to the Subscriber when sent or posted, regardless of whether the Subscriber actually or timely receives or accesses the email notification.
4. By signing this Subscription Agreement, the Subscriber consents to electronic delivery as described in the preceding sections, unless and until the Subscriber revokes its consent and/or waiver in writing to the LP and the General Partner.
5. In so consenting, the Subscriber acknowledges that email messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. The Subscriber also acknowledges that an email from a SWS Party may be accessed by recipients other than the Subscriber and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems.
6. The Subscriber understands that if it has any doubts about the authenticity of an email purportedly sent by the SWS Parties, the Subscriber should contact the purported sender immediately.

7. By signing this Subscription Agreement, the Subscriber affirmatively consents to the receipt of Information in electronic form. The Subscriber may withdraw its consent by notifying the General Partner by email to portal@buysws.com. The General Partner will provide written confirmation of its receipt of such notice of withdrawal and the effective date of the withdrawal. The effective date of the withdrawal of consent will either be the date the notice of withdrawal is received or a subsequent date that will be communicated to the Subscriber within a reasonable time after the receipt of the notice of the withdrawal of consent.
 8. The Subscriber may not present a winding up petition under any applicable law against the LP without the prior written consent of the General Partner.
2. Confidential Information. The Subscriber agrees that this Subscription Agreement, the Offering Materials and the Partnership Agreement and all financial statements, tax reports, portfolio valuations, reviews or analyses of potential or actual investments, reports or other materials prepared or produced by the SWS Parties, and all other documents and information concerning the affairs of the LP and/or its investments (collectively, the “**Confidential Information**”) that the Subscriber may receive pursuant to or in accordance with this Subscription Agreement, or otherwise as a result of its ownership of the SWS Tokens, constitute proprietary and confidential information about the SWS Parties (the “**Affected Parties**”).
1. The Subscriber acknowledges that the Affected Parties derive independent economic value from the Confidential Information not being generally known and that the Confidential Information is the subject of reasonable efforts to maintain its secrecy.
 2. The Subscriber further acknowledges that the Confidential Information is a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Affected Parties and their respective businesses.
 3. The Subscriber shall not reproduce any of the Confidential Information or portion of the Confidential Information or make the contents available to any third party other than a disclosure on a need-to-know basis to the Subscriber’s legal, accounting or investment advisers, auditors and representatives (collectively, “**Advisers**”) without the prior consent of the General Partner, except to the extent compelled to do so in accordance with applicable law (in which case the Subscriber shall, to the fullest extent permitted by law, promptly notify the General Partner of the Subscriber’s obligation to disclose any Confidential Information) or with respect to Confidential Information that otherwise becomes publicly available other than through breach of this provision by the Subscriber.
 4. The Subscriber agrees to notify the Subscriber’s Advisers about their obligations in connection with Confidential Information and will further cause its Advisers to abide by the aforesaid provisions relating to Confidential Information.

3. Headings. Section and other headings contained in this Subscription Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Subscription Agreement.
4. Governing Law; Forum and Venue. **This Subscription Agreement shall be construed in accordance with and governed by the laws of the Cayman Islands without regard to its conflicts of law rules, notwithstanding the place where this Subscription Agreement may be executed by any party.** Except as otherwise specifically provided in this Subscription Agreement, as otherwise required by a non-waivable provision of applicable law, or as otherwise agreed by the General Partner, any controversy, claim or other dispute arising out of or relating to this Subscription Agreement shall be resolved exclusively through binding arbitration in accordance with the rules of London Court of International Arbitration (LCIA). THE SUBSCRIBERS EXPRESSLY ACKNOWLEDGE THAT, UNDER THE PRECEDING SENTENCE, THEY ARE, TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE AGREED TO IN WRITING WITH THE GENERAL PARTNER, WAIVING THEIR RIGHT TO A JURY TRIAL WITH REGARD TO ALL MATTERS FOR WHICH ARBITRATION IS REQUIRED. Any arbitration, mediation, court action, or other adjudicative proceeding arising out of or relating to this Subscription Agreement shall be held in London or, if such proceeding cannot be lawfully held in such location, as near thereto as applicable law permits. The arbitrator(s) shall apply the substantive law of the Cayman Islands. To the maximum extent permitted by applicable law, in any dispute relating to the obligation of a party to make indemnification payments, the burden of proof shall be upon the party seeking to avoid making such payments. The resolution of any controversy or claim described in this Section 10.4 shall be conducted in the English language and, to the maximum extent reasonably practicable, in a manner that preserves the confidentiality of Confidential Information and otherwise minimizes disruption to the operations of the LP. Notwithstanding any provision of this Subscription Agreement to the contrary, the General Partner is hereby authorized to acknowledge and agree to, on behalf of the LP and the Limited Partners in respect of matters arising out of or otherwise relating to this Subscription Agreement, the sovereign immunity of a Limited Partner that is a sovereign government or governmental entity.
5. All information which the Subscriber has provided to the LP is true, correct and complete in all material respects as of the date hereof, and the Subscriber agrees to notify the LP promptly upon becoming aware that any representation, warranty or information contained in this Subscription Agreement becomes untrue in any respect at any time. The Subscriber agrees to provide such information and execute and deliver such documents with respect to itself and its direct and indirect beneficial owners as the LP may from time to time reasonably request to verify the accuracy of the Subscriber's representations and warranties herein, establish the identity of the Subscriber and the direct and indirect participants in its investment in the LP, to the extent applicable, to effect any transfer and admission and/or comply with any law, rule or regulation to which the LP may be subject, including, without limitation, compliance with anti-money laundering laws and regulations or for any other reasonable purpose.

6. Entire Agreement. This Subscription Agreement along with the Partnership Agreement and any side letter or other similar agreement between the Subscriber and the General Partner and/or the LP constitute the entire agreement between the parties hereto with respect to the subject matter of this Subscription Agreement and may be amended only in writing, executed by all parties hereto.
7. Severability. Each provision of this Subscription Agreement (including without limitation each representation made in the Investor Questionnaire and each provision of or grant of authority by or in the Power of Attorney) shall be considered severable. If it is determined by a court of competent jurisdiction that any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then that provision shall (i) be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with applicable law; and (ii) not affect the validity or enforceability of any other provisions of this Subscription Agreement, and to this extent the provisions of this Subscription Agreement shall be severable.
8. Successors and Assigns. This Subscription Agreement (i) shall be binding upon the Subscriber and the heirs, legal representatives, successors and permitted assigns of the Subscriber and shall inure to the benefit of the LP and its successors and assigns, (ii) shall survive the acceptance of the Subscriber as a Limited Partner of the LP, (iii) shall, if the Subscriber consists of more than one person, be the joint and several obligation of each, and (iv) may be executed in counterparts, all of which when taken together, shall be deemed one original.
9. Survival. The representations and warranties of the Subscriber in, and the other provisions of, this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement and the admission of the Subscriber to the LP.