

## SUBSCRIPTION AGREEMENT

TREP, LLC  
1309 Coffeen Avenue, STE 1200  
Sheridan, Wyoming 82801

### 1. Subscription.

(a) The undersigned (“**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase TREP tokens (the “**Tokens**” or “**Securities**”), of TREP, LLC, a Wyoming limited liability company (the “**Company**”), at a purchase price of \$1.00 per Token (the “**Per Security Price**”). The minimum subscription is \$50,000, or 50,000 Tokens for Accredited Investors (as defined in Rule 501 under Regulation D promulgated under the Securities Act), or \$1,000 or 1,000 Tokens in transactions outside the United States to persons who are not “U.S Persons” (as defined in Regulation S under the Securities Act) pursuant to Regulation S under the Securities Act.

(b) Subscribers understand that the Securities are being offered pursuant to a private placement memorandum dated March 1, 2022 (the “**Memorandum**”), and have not been, and will not be, registered under the Securities Act. By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, copy of the Memorandum including exhibits thereto and any other information required by the Subscriber to make an investment decision.

(c) Subscriber’s subscription may be accepted or rejected in whole or in part, at any time by the Company at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber-only a portion of the number of Tokens Subscriber has subscribed for. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber’s subscription is rejected, Subscriber’s payment (or portion thereof if partially rejected) will be returned to Subscriber without interest, and all of Subscriber’s obligations hereunder shall terminate. Subscriber hereby acknowledges and agrees that: (i) any returned funds may be repaid in U.S. Dollars, regardless of Subscriber’s initial form of payment; (ii) if Subscriber pays in any form of cryptocurrency accepted by the Company (including, without limitation, Bitcoin, Ether, or other crypto token), the Company may convert such payment to U.S. Dollars at any time after receipt at the then-applicable conversion rate; (iii) if such cryptocurrency payment is converted into U.S. Dollars, upon such return of funds, the Company shall not be liable for any fluctuations in the price of such cryptocurrency that occur during the period any of Subscriber’s funds (and the proceeds thereof) are being held by the Company or for its benefit.

(d) The aggregate number of Tokens sold in this offering shall not exceed 50,000,000 Tokens (the “**Maximum Offering**”). The Company may accept subscriptions until (i) the date at which the Maximum Offering is subscribed; (ii) the date at which a registered offering pursuant to Regulation A+ is qualified by the SEC, or (iii) the Company decides to terminate or extend this offering at any time in its sole discretion in accordance with applicable SEC regulations. This Offering is being conducted on a “best-effort” basis as provided by Rule 251(d)(3)(i)(F) of Regulation A, which means that there is no guarantee that any minimum amount will be sold.

(e) In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect, except for Section 5 hereof, which shall remain in force and effect.

**2. Purchase Procedure.** The purchase price for the Tokens shall be paid simultaneously with the execution and delivery to the Company of this Subscription Agreement. Payment for the Tokens shall be received by the Company from the undersigned Subscriber by transfer immediately available funds via wire, ACH, or other means approved by the Company (including payments of Bitcoin and Ether to the wallet address provided by the Company), using the instructions below. Upon the Company’s acceptance of each subscription, the undersigned shall receive notice of acceptance, and Token will be delivered to the ERC-3643 compatible wallet address provided by Subscriber.

**3. Representation and Warranties of the Company.** The Company represents and warrants to Subscriber that the following are true and complete in all material respects as of the date of closing, except as otherwise indicated. For purposes of this Agreement, an individual shall be deemed to have “knowledge” of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have “knowledge” of a particular fact or other matter if one of the Company’s current officers has, or at any time had, actual knowledge of such fact or other matter.

(a) Organization and Standing. The Company is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Wyoming. The Company is duly qualified and is authorized to do business and is in good standing as a foreign limited liability company in all jurisdictions in which the nature of its activities and its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Issuance of the Securities. The issuance, sale, and delivery of the Tokens in accordance with this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Tokens, when so issued, sold, and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid, and non-assessable.

(c) Authority for Agreement. The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale, and delivery of the Tokens) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(d) Proceeds. The Company shall use the proceeds from the issuance and sale of Securities as set forth in "Use of Proceeds" in the Memorandum.

(e) Litigation. The Company acknowledges that there is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

**4. Representation and Warranties of Subscriber.** By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants the following, which representations and warranties are true and complete in all material respects as of such Subscriber's respective closing:

(a) Requisite Power and Authority. Such Subscriber has all the necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement and other agreements required hereunder and carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken prior to the closing. Upon their execution and delivery, this

Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the Securities have not been registered under the Securities Act. Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration requirements contained in the Securities Act and such state or foreign jurisdiction laws. Subscribers further acknowledge that the Securities are subject to restriction on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and such laws pursuant to registration or exemption therefrom.

(c) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely, and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Exchange Act) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

(d) Accredited Investor Status or Investment Limits. Subscriber represents that either:

(i) Subscriber is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act. Subscriber represents and warrants that the information set forth in response to question (c) on the signature page hereto concerning Subscriber is true and correct; or

(ii) The purchase price set out in paragraph (b) of the signature page to this Subscription Agreement, together with any other amounts previously used to purchase Securities in this offering, does not exceed 10% of the greater of the Subscriber's annual income or net worth (or in the case of a Subscriber that is a non-natural person, their revenue or net assets for such Subscriber's most recently completed fiscal year-end).

Subscriber represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

(e) Company Information. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Memorandum. Subscriber has had such opportunity as it deems necessary to read the Company's whitepaper and discuss the Company's business, management, and financial affairs with managers, officers, and management of the Company. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(f) Valuation. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

(g) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

(h) No Brokerage Fees. There are no claims for a brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber

(i) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the issuance of the Tokens or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's must confirm subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

(j) Risk Of Losing Access to Tokens. There are certain risks associated with purchasing, holding, and using Tokens. By subscribing to tokens, the Subscriber

acknowledges and assumes such risks, including, but not limited to risk of losing access to Tokens due to loss of password(s), private keys, hacking and security weakness, or any risk associated with markets for security tokens.

**5. Survival of Representations and Indemnity.** The representations, warranties, and covenants made by the Subscriber herein shall survive the termination of this Subscription Agreement. The Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors, and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

**6. Taxes.** The purchase price paid by Subscriber for the Tokens is exclusive of all applicable taxes. Subscriber is responsible for determining what, if any, taxes apply to its purchase of Tokens, including, for example, sales, use, value-added, and similar taxes. Subscriber shall withhold, collect, report, and remit the correct taxes to the appropriate tax authorities. The Company is not responsible for withholding, collecting, reporting, or remitting any sales, use, value-added, or similar tax arising from Subscriber's purchase of Tokens. Subscriber acknowledges and agrees that the Company has not provided it any tax advice or opinion.

**7. Governing Law.** This Subscription Agreement will be governed by and construed, and enforced in accordance with the laws of the State of Wyoming, without regard to conflict of law rules that would cause the application of the laws of any other jurisdiction.

**8. Notices.** Notice, requests, demands, and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed on the date of such delivery to the address of the respective parties as follows:

If to the Company, to:

TREP, LLC  
1309 Coffeen Avenue, STE 1200  
Sheridan, WY 82801  
Email: [investor.relations@trep.co](mailto:investor.relations@trep.co)

If to a Subscriber, to Subscriber's address or electronic mail address as supplied in connection with this subscription or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice.

## **9. Miscellaneous.**

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties, and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators, and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality, or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality, or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it is intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(h) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(i) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(j) No failure or delay by any party in exercising any right, power, or privilege under this Subscription Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**10. Subscription Procedure.** Subscriber, by completing their details and signing this Subscription Agreement shall immediately transfer funds via wire, ACH, or other means approved by the Company (including payments of Bitcoin and Ether to the wallet address provided by the Company). Following the transfer of funds and Company's acceptance of the investment, the Tokens will be delivered to the wallet address provided by Subscriber.

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## APPENDIX A

***An accredited investor includes the following categories of investor:***

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration



under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.

(i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):

(A) The person's primary residence shall not be included as an asset;

(B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

(ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's 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;

(7) Any 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 as described in §230.506(b)(2)(ii); and

(8) Any entity in which all of the equity owners are accredited investors.

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## APPENDIX B

### ***Determination of number of TREP Tokens Issued For BTC and ETH***

The number of TREP Tokens which a Subscriber shall be entitled to receiving in exchange for payment made in ETH or BTC (the "**Token Amount**"), shall be determined based on the Daily BTC Exchange Rate (as defined below) and Daily ETH Exchange Rate (as defined below), as applicable, for the Receipt Day on which the Company receives the Purchaser Commitment Amount. The term "**Receipt Day**" means the period

from, and including, 5:00:00 p.m. (E.T.) on a calendar day (the “**Receipt Day Start Time**”) and 5:00:00 p.m. (E.T.) on the succeeding business day (the “**Receipt Day End Time**”).

For purposes hereof, the “**Purchaser Commitment Amount**” means the aggregate amount of ETH or BTC delivered by a Subscriber to the Company pursuant to the Subscription Agreement.

BTC payments:

The Token Amount for BTC payments will be determined by the Company based upon the USD equivalent of the Purchaser Commitment Amount received by the Company, based upon the last traded price for a BTC to USD exchange transaction, as reflected on www.coinbase.com (“Coinbase”) which is closest to and includes (but is not after) 5:00:00 p.m. (E.T.), on the date on which the BTC Receipt Day End Time occurs (the “BTC Exchange Rate”). The Token Amount shall be calculated by dividing this USD equivalent Purchaser Commitment Amount by the per TREP Tokens USD price.

ETH Payments:

The Token Amount for ETH payments will be determined by the Company based upon the USD equivalent of the Purchaser Commitment Amount received by the Company, based upon the last price quoted for an ETH to USD exchange transaction, as reflected on Coinbase, which is closest to and includes (but is not after) 5:00:00 p.m. (E.T.), on the date on which the ETH Receipt Day End Time occurs (the “ETH Exchange Rate”). The Token Amount shall be calculated by dividing this USD equivalent Purchaser Commitment Amount by the per TREP Tokens USD price.

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**APPENDIX C**

***Determination of number of TREP Tokens Issued For other crypto tokens***

The number of TREP Tokens which a Subscriber shall be entitled to receiving in exchange for other crypto tokens (the “**Token Amount**”), shall be determined based on the fair evaluation of the crypto token (as defined below) and token price quote by the

issuer in USD, as applicable, for the Receipt Day on which the Company received the Purchasers Commitment Token Amount. The term “**Receipt Day**” means the period from, and including, 5:00:00 p.m. (E.T.) on a calendar day (the “**Receipt Day Start Time**”) and 5:00:00 p.m. (E.T.) on the succeeding business day (the “**Receipt Day End Time**”).

For purposes hereof, the “**Purchasers Commitment Token Amount**” means the aggregate amount of other crypto tokens delivered by a Subscriber to the Company pursuant to the Subscription Agreement.

Other crypto token payments:

The Token Amount for other crypto tokens will be determined by the Company based upon the price of the token presented by the issuer and fair evaluation. The evaluation of crypto tokens is based on a number of quantities techniques, including asset pricing model, market risks, annual income revenue, risk factors that determine the use of blockchain technology, and liquidity such as token reserves or excess cash flows.