

Subscription Agreement

Zaivio DualYield Investor Program

Zaivio LLC

Date:

This Subscription Agreement (the “Agreement”) is entered into by and between Zaivio LLC, a Texas Limited Liability Corporation (the “Company”), and the undersigned investor (the “Investor”) in connection with the Zaivio DualYield Investor Program (the “Program”).

WHEREAS, the Company is offering participation in the Program to accredited investors, providing access to ZVIO tokens, cloud node ownership, and a Simple Agreement for Future Equity (SAFE) as described in the Program’s Prospectus dated May 3, 2025 (the “Prospectus”);

WHEREAS, the Investor wishes to subscribe for the investment tier specified herein, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Subscription and Investment

1.1 Subscription. The Investor hereby subscribes for participation in the Program at the investment tier selected below, agreeing to purchase ZVIO tokens, receive cloud node allocations, and enter into a SAFE with the Company.

1.2 Investment Tiers. The Investor selects the following tier (select one):

- **Tier 0:** \$10,000
 - Tokens: 153,846 ZVIO at \$0.065/token (169,231 with early-bird bonus)
 - Nodes: 20 (est. 547,500 ZVIO/year)
 - SAFE Equity Estimate: ~0.05%
- **Tier 1:** \$25,000
 - Tokens: 384,615 ZVIO (423,077 with bonus)
 - Nodes: 50 (est. 1,368,750 ZVIO/year)
 - SAFE Equity Estimate: ~0.125%
- **Tier 2:** \$50,000
 - Tokens: 769,231 ZVIO (846,154 with bonus)
 - Nodes: 100 (est. 2,737,500 ZVIO/year)
 - SAFE Equity Estimate: ~0.25%

- **Tier 3:** \$100,000
 - Tokens: 1,538,462 ZVIO (1,692,308 with bonus)
 - Nodes: 200 (est. 5,475,000 ZVIO/year)
 - SAFE Equity Estimate: ~0.5–1%

Early-Bird Bonus: Investors committing by June 1, 2025, receive a 10% bonus on token allocation.

1.3 Total Investment Amount: \$_____ (the “Investment Amount”), payable by wire transfer to the Company’s designated escrow account within five (5) business days of executing this Agreement.

1.4 Program Components:

- **ZVIO Tokens:** Priced at \$0.065 (35% discount from \$0.10 market rate), subject to a 12-month vesting schedule (25% released quarterly).
- **Cloud Nodes:** Allocated to process AI compute tasks, yielding an estimated ~27k tokens/year/node, with a guaranteed minimum of 27k tokens/node in Year 1.
- **SAFE:** Issued with a \$15 million valuation cap, 20% discount, and pro-rata rights, convertible at a qualified equity financing, acquisition, or IPO.
- **Revenue Distributions:** 5% of net revenue distributed quarterly.

2. Payment and Delivery

2.1 Payment. The Investor shall transfer the Investment Amount to the following escrow account:

Bank: American Express National Bank

Account Name: Zaivio LLC

Account Number: 400116386733

Routing Number: 124303243

2.2 Delivery of Assets:

- **Tokens:** Allocated to the Investor’s designated wallet within ten (10) business days of closing, subject to vesting.
- **Nodes:** Assigned to Investor’s node account within (10) business days of closing.
- **SAFE:** Executed and delivered to the Investor concurrently with this Agreement.

3. Investor Representations and Warranties

The Investor represents and warrants to the Company as follows:

3.1 Accredited Investor Status. The Investor is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”), or a qualified purchaser under applicable law. The Investor has provided documentation verifying such status.

3.2 Investment Intent. The Investor is acquiring the tokens and SAFE for investment purposes only, not for resale or distribution, and understands that these securities are not registered under the Securities Act.

3.3 Risk Acknowledgment. The Investor has reviewed the Prospectus, including the “Risk Factors” section, and acknowledges the speculative nature of the investment, including the potential loss of the entire Investment Amount.

3.4 Due Diligence. The Investor has had the opportunity to ask questions of the Company, review relevant documents, and conduct independent due diligence.

3.5 No Reliance. The Investor is not relying on any representations or warranties other than those contained in this Agreement and the Prospectus.

4. Company Representations and Warranties

The Company represents and warrants to the Investor as follows:

4.1 Organization. The Company is a corporation duly organized, validly existing, and in good standing under the laws of Texas.

4.2 Authority. The Company has full power and authority to enter into this Agreement and perform its obligations hereunder.

4.3 Compliance. The offering complies with applicable securities laws, including exemptions under Regulation D of the Securities Act.

4.4 Reserve Fund. The Company maintains a reserve fund to support token yields and platform stability, as described in the Prospectus.

5. Terms of the Program

5.1 Token Vesting. Tokens are subject to a 12-month vesting period, with 25% released quarterly. Vested tokens are tradable on partnered exchanges, subject to regulatory compliance.

5.2 Node Yields. Nodes generate an estimated 27,000 tokens/year based on platform activity, with a guaranteed minimum of 27,000 tokens/node in Year 1, backed by the Company’s reserve fund.

5.3 Revenue Distributions. The Company will distribute 5% of net revenue quarterly to the Program investors fund, to be distributed based on the Investor's percentage of ownership.

5.4 SAFE Terms:

- **Valuation Cap:** \$15 million.
- **Discount:** 20% on equity conversion.
- **Conversion Triggers:** Qualified equity financing (minimum \$5M raise), acquisition, or IPO.
- **Pro-Rata Rights:** Investor may participate in future rounds to maintain ownership percentage.
- **Flexibility:** At conversion, Investor may convert to equity, remain in the token economy, or blend both.

5.5 Early-Bird Incentive. Investors committing by June 1, 2025, receive a 10% bonus on token allocation, reflected in the tier selection above.

5.6 Investor Benefits:

- **Zaivio Investor Circle:** First 50 investors receive access to quarterly executive briefings and a private community.
- **Priority Node Allocation:** Early investors receive first access to high-yield nodes.
- **Advisory Opportunities:** Tier 3 investors may be invited to join the advisory council (subject to Company approval).

6. Risk Factors

The Investor acknowledges the risks outlined in the Prospectus, including but not limited to:

- **Market Volatility:** Token prices may fluctuate significantly.
- **Regulatory Uncertainty:** Changes in laws may impact operations or token trading.
- **Technology Risks:** Platform scaling may face challenges.
- **Liquidity Risk:** Tokens are vested for 12 months; SAFE conversion depends on future events.
- **Business Risks:** The Company may not achieve revenue or adoption goals.

The Company mitigates these risks through a reserve fund, compliance efforts, and diversified revenue streams, but no assurances can be made regarding outcomes.

7. Confidentiality

The Investor agrees to keep confidential all non-public information provided by the Company, including the Prospectus, this Agreement, and Program details, except as required by law or with the Company's prior written consent.

8. Termination and Refunds

8.1 Termination by Company. The Company may terminate this Agreement and refund the Investment Amount (less any fees) if:

- The Investor fails to provide documentation within ten (10) business days.
- The offering is canceled before closing.
- The Company determines, in its sole discretion, that the Investor is ineligible.

8.2 No Investor Termination. The Investor's commitment is irrevocable except as provided by applicable law.

9. Governing Law and Dispute Resolution

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

9.2 Dispute Resolution. Any disputes arising under this Agreement shall be resolved through binding arbitration in Dallas, Texas, under the rules of the American Arbitration Association. Each party shall bear its own costs, except as otherwise awarded by the arbitrator.

10. Miscellaneous

10.1 Entire Agreement. This Agreement, together with the Prospectus and SAFE, constitutes the entire agreement between the parties, superseding all prior discussions or agreements.

10.2 Amendments. This Agreement may only be amended in writing signed by both parties.

10.3 Assignment. The Investor may not assign this Agreement without the Company's prior written consent. The Company may assign this Agreement to a successor entity.

10.4 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.5 Notices. All notices shall be in writing and delivered to:

- **Company:** Zaivio LLC, 5 Cowboys Way, Suite 300-8, Frisco TX 75034 info@zaivio.com
- **Investor:**

10.6 Electronic Signatures. This Agreement may be executed electronically, with such signatures deemed equivalent to original signatures.

11. Investor Information

Investor Name:

Address:

Email:

Phone:

Wallet Address:

Accreditation Documentation: ☐ Attached ☐ To Follow

12. Signatures

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date first written above.

Zaivio LLC

By: _____

Name: Michael Magolnick

Title: CEO

Investor

By: _____

Name:

Date:

Exhibit A: Simple Agreement for Future Equity (SAFE)

Exhibit B: Escrow Instructions

Funds shall be wired to the account specified in Section 2.1.