

Annex 2 to the Investment Agreement dated 22 July 2026

**INITIAL SUBSCRIPTION FORM
STALLBURG DIGITAL CARRY**

To:

Ithuba FinMill GmbH
Stallburggasse 4, 1010 Wien,
Austria

Email: ir@finmill.tech

1. INVESTOR DETAILS

1.1 Natural person

Full name:	
Date of birth:	
Place of birth:	
Nationality:	
Residential address:	
Postal address (if different):	
Email address:	
Telephone number:	
Tax identification number(s):	
Tax residence(s)	

1.2 Legal Entity

Full legal name:	
Legal form:	
Registered seat:	
Business address:	

Registration number / company register:	
Jurisdiction of incorporation:	
LEI (Legal Entity Identifier), if available:	
Email address:	
Telephone number:	
Tax identification number(s):	
Tax residence(s):	

Authorised representative(s) signing this Subscription Form:**Representative 1**

Full name:	
Function / title:	
Date of birth:	
Proof of authority (e.g., extract from companies register, power of attorney)	Attached hereto.

Representative 2

Full name:	
Function / title:	
Date of birth:	
Proof of authority (e.g., extract from companies register, power of attorney)	Attached hereto.

1.3 Registered Bank Account for Redemption Payments

Account holder:	
IBAN:	
BIC / SWIFT:	
Bank name and address:	

Redemption proceeds will only be paid to this account. Changes to the registered bank account must be notified in writing to the AIFM.

2. SUBSCRIPTION DETAILS

Subscription amount (EUR)	
Requested Dealing Day:	
Initial subscription / additional subscription	☒ initial ☐ additional

This Subscription Form must be received by the AIFM no later than 3 Banking Business Days before the relevant Dealing Day.

Payment instructions

The subscription amount is to be transferred to the following account:

Account holder:	Ithuba FinMill GmbH
IBAN:	[●]
BIC / SWIFT:	[●]
Bank name and address:	[●]
Reference:	[Investor name] - Subscription – Stallburg Digital Carry

The subscription amount must be received no later than 1 Banking Business Day before the relevant Dealing Day.

3. PROFESSIONAL INVESTOR STATUS

3.1 The Investor declares that it qualifies as a **Professional Investor** within the meaning of section 2 (1) no. 33 AIFMG in conjunction with section 1 no. 35 WAG 2018.

3.2 The Investor confirms that it falls within one or more of the following categories (please tick):

- ☐ An entity that is required to be authorised or regulated to operate in the financial markets (credit institution, investment firm, insurance undertaking, collective investment scheme or its management company, pension fund or its management company, commodity or commodity derivatives dealer, or other institutional investor);
- ☐ A large undertaking meeting at least two of the following requirements: (i) balance sheet total of at least EUR 20,000,000; (ii) net turnover of at least EUR 40,000,000; (iii) own funds of at least EUR 2,000,000;

- ☐ A national or regional government, public body that manages public debt, central bank, international or supranational institution (such as the World Bank, IMF, ECB, EIB) or similar international organisation;
- ☐ An institutional investor whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financing transactions;
- ☐ A client that has been classified as a professional client upon request (*professioneller Kunde auf Antrag*) by a credit institution or investment firm in accordance with Annex II Section II of Directive 2014/65/EU (MiFID II) and has provided evidence thereof. In this case, please attach a copy of the classification confirmation issued by the relevant credit institution or investment firm.

4. ACCESSION TO THE INVESTMENT AGREEMENT

4.1 Acceptance

By signing this Subscription Form, the Investor:

- (a) confirms that it has received, read and understood the following Fund Documentation:
 - (i) the Investment Agreement (the "**Agreement**");
 - (ii) the current version of the Investment Memorandum (Annex 1 to the Agreement);
 - (iii) the Risk Disclosure (Annex 3 to the Agreement);
 - (iv) the current version of the Fee Schedule (Annex 4 to the Agreement);
 - (v) the Privacy Policy (Annex 5 to the Agreement);
- (b) acknowledges that the Fund Documentation is available on the AIFM's website and may be amended by the AIFM from time to time in accordance with Section 21 of the Agreement;
- (c) acknowledges that Units are allocated at the sole discretion of the AIFM and that the AIFM may reject this subscription without being obliged to provide reasons; and
- (d) accepts and applies for accession to the terms and conditions of the Agreement and the Fund Documentation in their entirety in accordance with Section 24.5 of the Agreement;

5. ACKNOWLEDGMENT OF RISKS

The Investor confirms that:

- (a) it has read, understood and accepted the risks set out in the Agreement, the Investment Memorandum and the Risk Disclosure, including but not limited to:

- (i) the risk of total loss of the invested capital;
- (ii) the insolvency risk of the AIFM as described in Section 13 of the Agreement;
- (iii) custody risks associated with self-custody of Crypto Assets;
- (iv) the absence of depositary protection;
- (b) it acknowledges that new risks may emerge and will be reflected in updated versions of the Investment Memorandum, and that it accepts the risks as updated from time to time;
- (c) it is able and willing to bear losses up to and including a total loss of its invested capital;
- (d) the investment in the Fund is consistent with its investment objectives and risk tolerance; and
- (e) it has sought its own independent professional advice (legal, tax and financial) or has knowingly and voluntarily waived the right to do so.

6. NO DELIVERY OF CRYPTO ASSETS

The Investor expressly acknowledges and agrees that:

- (a) its rights under the Agreement are limited exclusively to payment of its proportionate share of the NAV of the Fund Assets in Euro;
- (b) it has no right to delivery of Crypto Assets in kind, whether upon redemption, liquidation or otherwise; and
- (c) it has no direct control over any Crypto Assets forming part of the Fund Assets.

7. AML/KYC DECLARATIONS

7.1 Identity Verification

The Investor undertakes to provide all information and documents required by the AIFM for the purposes of compliance with the FM-GwG and other applicable anti-money laundering and counter-terrorism financing regulations, including:

- (a) a valid official photo identification document (passport or national identity card);
- (b) proof of address (not older than 3 months);
- (c) for legal entities: a current extract from the relevant companies register, constitutional documents and evidence of the identity and authority of the authorised representative(s);
- (d) information on the beneficial owner(s) (*wirtschaftliche Eigentümer*) within the meaning of the FM-GwG;
- (e) such further documents or information as the AIFM may reasonably request.

7.2 Source of Funds

The Investor declares that the subscription amount originates from lawful sources, in particular (please tick):

- ☐ Business income / professional activity
- ☐ Investment returns / savings
- ☐ Sale of assets (real estate, securities, etc.)
- ☐ Inheritance / gift
- ☐ Other (please specify): _____

7.3 Politically Exposed Person (PEP)

The Investor declares (please tick):

- ☐ The Investor (or its beneficial owner(s)) is not a politically exposed person within the meaning of Article 3 no. 9 of Directive (EU) 2015/849.
- ☐ The Investor (or its beneficial owner(s)) is a politically exposed person. Details:

7.4 Ongoing obligations

The Investor undertakes to:

- (a) promptly notify the AIFM of any changes to the information provided in this Subscription Form, including changes to personal data, address, bank details, tax status, Professional Investor status, PEP status or beneficial ownership; and
- (b) cooperate with the AIFM in connection with any ongoing due diligence requirements or regulatory inquiries.

8. TAX DECLARATIONS

8.1 Tax Responsibility

The Investor acknowledges that it is solely responsible for the tax treatment of its investment in the Fund and for the fulfilment of its tax obligations in all relevant jurisdictions. The AIFM does not provide tax advice.

8.2 CRS / FATCA

- (a) The Investor acknowledges that the AIFM may be required to report information relating to the Investor and its investment in the Fund to the Austrian tax authorities, which may exchange such information with tax authorities in other jurisdictions, including, without limitation, pursuant to:
 - (i) the OECD Common Reporting Standard (CRS) as implemented in Austria; and/or
 - (ii) the US Foreign Account Tax Compliance Act (FATCA), if applicable.
- (b) The Investor undertakes to provide such self-certification forms and information as may be required for CRS/FATCA compliance.

8.3 Tax Residence

The Investor declares that its tax residence(s) are as stated in the Investor Details section of this Subscription Form and undertakes to notify the AIFM promptly of any change.

9. DATA PROTECTION

The Investor acknowledges that the AIFM processes personal data in accordance with the GDPR and the Privacy Policy (Annex 5 to the Agreement). The purposes of data processing include the performance of the Agreement, compliance with AML/KYC and regulatory obligations, and investor reporting. The Investor has been informed of its rights under the GDPR as described in Section 20 of the Agreement and the Privacy Policy.

10. REPRESENTATION AND WARRANTIES

The Investor represents and warrants that:

- (a) it has full legal capacity and authority to accede to the Investment Agreement and to perform its obligations hereunder;
- (b) for legal entities: the person(s) signing this Subscription Form are duly authorised to do so;
- (c) all information provided in this Subscription Form is true, complete and accurate;
- (d) it is a Professional Investor as declared in Section 3 above;
- (e) the subscription amount originates from lawful sources;
- (f) it is not subject to any sanctions administered by the Republic of Austria, the EU, the United Nations, OFAC, the United Kingdom or any other relevant sanctions authority;
- (g) the subscription does not violate any applicable law, regulation, order or obligation binding on the Investor; and

- (h) it has not relied on any representation, warranty or statement by the AIFM other than as set out in the Fund Documentation.

11. SIGNATURE

By signing below, the Investor confirms that it has read and understood this Subscription Form in its entirety and submits this irrevocable subscription application to the AIFM.

This Subscription Form may be signed by means of an electronic signature in accordance with the eIDAS Regulation (Regulation (EU) No 910/2014) as set out in Section 24.5 of the Agreement.

This Subscription Form and the Agreement are governed by Austrian law. The courts competent in commercial matters for the first district of Vienna, Austria, shall have exclusive jurisdiction.

Investor / Authorised Representative:

Signature 1

Signature:	
Name:	
Title / Function:	
Place	
Date:	

Signature 2 (if required)

Signature:	
Name:	
Title / Function:	
Place	
Date:	

FOR AIFM USE ONLY:

Date received:		
KYC/AML check completed	☐ Yes	☐ No
Professional Investor status verified	☐ Yes	☐ No
Payment received	☐ Yes	☐ No
Subscription accepted	☐ Yes	☐ No