

MOUNTX TOKEN LLC
SERIES #1
(the "Company")

SUBSCRIPTION AGREEMENT
SERIES #1, A SERIES OF MOUNTX TOKEN, LLC

MountX US LLC
Managing Member of MountX Token LLC
Av. Magnocentro No. 5 – 102
Col. Magnocentro, Huixquilucan, Mexico

Ladies and Gentlemen:

1. Subscription.

1.1. The undersigned (the "Subscriber"), intending to be legally bound, hereby irrevocably agrees to purchase from MountX Token LLC, a Delaware series limited liability company (the "Company"), the number of Interests in Series #1, which are represented by digital tokens referred to as MXT#1 Tokens (the "Series #1") set forth on the front of this Subscription Agreement at a purchase price of \$1,000 per Series #1 Interest for the aggregate purchase price set forth on the front page hereto (the "Subscription Price") on the terms and conditions of the Limited Liability Company Agreement governing the Company, as amended from time to time (the "Operating Agreement"), a copy of which the Subscriber has received and read. This subscription is submitted to MountX US LLC, the managing member of the Company and Series #1 (the "Manager") by the Subscriber in accordance with and subject to the terms and conditions described in this Subscription Agreement, relating to the offering by the Company (the "Offering") of 1,000 Series #1 Interests represented by MXT#1 Tokens for maximum aggregate gross proceeds of \$ 1,000,000 ("Offering Amount").¹

1.2. The closing of the Offering (the "Closing") will occur on the earliest to occur of (i) the date subscriptions for the Offering Amount have been accepted or (ii) a date determined by the Manager in its sole discretion. If the Closing has not occurred, the Offering shall be terminated (i) on September 30, 2021, which period may be extended by the Manager in its sole discretion, or (ii) on any date on which the Manager elects to terminate the Offering in its sole discretion (the "Termination Date").

2. Payment. Concurrent with the execution hereof, the Subscriber shall deliver to North Capital Private Securities, LLC as escrow agent for the Company's Offering (the "Escrow Agent"), the Subscription Price from the Subscriber to the account stated below.

The Escrow Agent shall maintain all such funds for the Subscriber's benefit in a segregated non-interest-bearing account until the earliest to occur of: (i) the Closing, (ii) the rejection of such subscription or (iii) the Termination Date.

WIRE TO:

Tristate Capital Bank
One Oxford Centre, Suite 2700
301 Grant Street
Pittsburgh, PA 15219

ABA (Routing Number): 043019003
Account Number: 0220003339

Custodian / Account Name: North Capital Private Securities
623 E Fort Union Blvd, Suite 101
Midvale, UT 84047

FFCT: Mountx Token Series #1 and [Insert Name of Investor]

SWIFT ID: TRTTUS33

3. Termination of Offering or Rejection of Subscription.

3.1. In the event that the Company does not affect the Closing on or before the Termination Date (as amended), the Escrow Agent will promptly refund the Subscription Price paid by the Subscriber, without deduction, offset or interest accrued thereon and this Subscription Agreement shall thereafter be of no further force or effect.

3.2. The Subscriber understands and agrees that the Manager, in its sole discretion, reserves the right to accept or reject this or any other subscription for Series #1 Interests, in whole or in part, and for any reason or no reason, notwithstanding prior receipt by the Subscriber of notice of acceptance of this subscription. If the Manager rejects a subscription, either in whole or in part (which decision is in its sole discretion), the Company shall cause the Escrow Agent to return promptly the rejected Subscription Price or the rejected portion thereof to the Subscriber without deduction, offset or interest accrued thereon. If this subscription is rejected in whole this Subscription Agreement shall thereafter be of no further force or effect. If this subscription is rejected in part, this Subscription Agreement will continue in full force and effect to the extent this subscription was accepted.

4. Acceptance of Subscription. The Company reserves the right, in its sole and absolute discretion, to accept or reject the Subscription in whole or in part. The valid execution of this Agreement shall be conditioned upon the following terms being met:

(a) the Company has the unconditional right, exercisable in its sole and absolute discretion, to accept or reject this Agreement in whole or in part; (b) subscriptions need not be accepted in the order received; (c) all subscriptions are subject to prior sale, withdrawal, modification or cancellation of the Offering by the Company; (d) no subscription will be valid unless and until accepted by the Company; (e) this Agreement will be deemed to be accepted by the Company only when it is signed by an authorized representative of the Company on behalf of the Company; and (f) notwithstanding anything in this Agreement to the contrary, the Company has no obligation to issue the Series #1 Interests to any person to whom the issuance of the Series #1 Interests would constitute a violation of any federal or state securities laws.

5. Representations and Warranties, Acknowledgments, and Agreements. The Subscriber hereby acknowledges, represents, warrants and agrees to and with the Company, Series #Waller and the Manager as follows:

5.1. The Subscriber is aware that an investment in the Series #1 Interests involves a significant degree of risk, and has received and carefully read the Private Placement Memorandum and, in particular, the "Risk Factors" section therein. The Subscriber understands that the Company is subject to all the risks applicable to early-stage companies, whether or not set forth in such "Risk Factors". The Subscriber acknowledges that no representations or warranties have been made to it or to its advisors or representatives with respect to the business or prospects of the Company, Series #1, or their financial condition.

5.2. The offering and sale of the Series #1 Interests has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws. The Subscriber understands that the offering and sale of the Series #1 Interests is intended to be exempt from registration under the Securities Act under Rule 506(c) under Regulation D under the Securities Act or Regulation S under the Securities Act.

5.3. The Subscriber acknowledges that neither the SEC nor any state securities commission or other regulatory authority has passed upon or endorsed the merits of the offering of the Series #1 Interests.

5.4. In evaluating the suitability of an investment in the Series #1 Interests, the Subscriber has not relied upon any representation or information (oral or written) other than as set forth in the Private Placement Memorandum together with any attached exhibits including, the Operating Agreement and this Subscription Agreement.

5.5. Except as previously disclosed in writing to the Company, the Subscriber has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated

hereby and the Subscriber shall be solely liable for any such fees and shall indemnify the Company with respect thereto pursuant to Section 6.

5.6. The Subscriber, together with its advisors, if any, has such knowledge and experience in financial, tax, and business matters, and, in particular, investments in securities, so as to enable it to utilize the Private Placement Memorandum to evaluate the merits and risks of an investment in the Series #1 Interests and the Company and to make an informed investment decision with respect thereto.

5.7. No consent, approval, authorization or order of any court, governmental agency or body or arbitrator having jurisdiction over the Subscriber or any of the Subscriber's affiliates is required for the execution of this Subscription Agreement or the performance of the Subscriber's obligations hereunder, including, without limitation, the purchase of the Series #1 Interests by the Subscriber.

5.8. The Subscriber has adequate means of providing for such Subscriber's current financial needs and foreseeable contingencies and has no need for liquidity of its investment in the Series #1 Interests for an indefinite period of time. The Subscriber's purchase of the Series #1 Interests is consistent with the objectives and cash flow requirements of the Subscriber and will not adversely affect the Subscriber's overall need for diversification and liquidity. The Subscriber can bear the risk of the potential loss of any and all value associated with the Series #1 Interests that may be purchased by the Purchaser.

5.9. The Subscriber (a) if a natural person, represents that the Subscriber has reached the age of 18 (or such other age as required by their state of residence) and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; or (b) if a corporation, partnership, or limited liability company or other entity, represents that such entity was not formed for the specific purpose of acquiring the Series #1 Interests, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Series #1 Interests, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (c) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Subscriber is executing

this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Subscriber is a party or by which it is bound.

5.10 The Subscriber is purchasing Series #1 Interests for the Subscriber's own account, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other applicable securities law, subject to any requirement of law that the disposition of such Subscriber's property be at all times within such Purchaser's control and subject to such Subscriber's ability to resell Series #1 Interests in accordance with any contractual restrictions, in accordance with all applicable laws, including U.S. federal securities laws, U.S. state securities laws, and the laws of any foreign jurisdiction, as applicable.

5.11 Each Subscriber who is a non-U.S. person acknowledges that it has not purchased the Series #1 Interests as a result of any "directed selling efforts" within the meaning of Regulation S under the Securities Act.

5.12 Each Subscriber who is a non-U.S. person acknowledges and represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with its purchase of a Series #1 Interest, including (a) the legal requirements within its jurisdiction for the purchase of a Series #1 Interest hereunder, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of a Series #1 Interest hereunder. The Purchaser's purchase of and payment for and continued beneficial ownership of a Series #1 Interest will not violate any applicable securities or other laws or regulations of the Purchaser's jurisdiction.

5.13. Any power of attorney of the Subscriber granted in favor of the Manager contained in the Operating Agreement has been executed by the Subscriber in compliance with the laws of the state, province or jurisdiction in which such agreements were executed.

5.14. The Subscriber is either an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act based, or it is a "non-U.S. person" located outside of the United States, who is not purchasing for the account or benefit of a "U.S. person" within the meaning of Regulation S of the Securities Act. The Subscriber represents and warrants to the Company that, if it is an accredited investor, none of the "bad actor" Disqualification Events (as defined in Regulation D) are applicable to the Subscriber except, if

applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable.

5.12. Any information which the Subscriber has heretofore furnished or is furnishing herewith to the Company is true, complete and accurate and may be relied upon by the Manager, or the Company in particular, in determining the availability of an exemption from registration under federal and state securities laws in connection with the Offering. The Subscriber further represents and warrants that it will notify and supply corrective information to the Company immediately upon the occurrence of any change therein occurring prior to the Company's issuance of the Series #1 Interests.

5.13. The Subscriber is satisfied that the Subscriber has received adequate information with respect to all matters which it or its advisors, if any, consider material to its decision to make this investment.

5.14. Within five (5) days after receipt of a written request from the Manager, the Subscriber will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

5.15. THE SERIES #1 INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SERIES #1 INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY THE OPERATING AGREEMENT. THE SERIES #1 INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM OR THIS SUBSCRIPTION AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

5.16. The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations. The Subscriber represents that the amounts invested by it in the Company in the Offering were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals, including specially designated nationals, specially designated narcotics traffickers and other

parties subject to OFAC sanctions and embargo programs, or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. Furthermore, to the best of the Subscriber's knowledge, none of: (a) the Subscriber; (b) any person controlling or controlled by the Subscriber; (c) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (d) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in the preceding paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and the Company may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

5.17. To the best of the Subscriber's knowledge, none of: (a) the Subscriber; (b) any person controlling or controlled by the Subscriber; (c) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (d) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure. A "senior foreign political figure" is a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure. "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws. A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

5.18. If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to

the Company that: (a) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (b) the Foreign Bank maintains operating records related to its banking activities; (c) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (d) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

5.19. Each of the representations and warranties of the parties hereto set forth in this Section 5 and made as of the date hereof shall be true and accurate as of the Closing applicable to the subscription made hereby as if made on and as of the date of such Closing.

6. Restrictions on Transfer.

6.1 The Subscriber understands and acknowledges that the Series #1 Interests and the Series #1 MXTs have not been and may never be registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any jurisdiction, that the offer and sale of Series #1 Interests and Series #1 MXTs to it are being made in reliance upon a private placement exemption under the Securities Act.

6.2 The Subscriber acknowledges and is aware that there are substantial restrictions on the transferability of the Series #1 Interests and the Series #1 MXTs and there will be no public market for the Series #1 Interests and the Series #1 MXTs initially and that no public market may ever develop. The Series #1 Interests and the Series #1 MXTs will not be registered under the Securities Act and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and such other securities laws.

6.3 If the Subscriber is issued the Series #1 Interests and the Series #1 MXTs hereunder pursuant to Regulation D, the Subscriber understands and acknowledges that the Series #1 Interests and the Series #1 MXTs are "restricted securities" within the meaning of Rule 144 under the Securities Act, and agrees, and each subsequent holder of the Series #1 Interests and the Series #1 MXTs by its acceptance thereof will be deemed to agree, that he, she or it will not offer, sell, assign, transfer, pledge, encumber, or otherwise dispose of the Series #1 Interests and the Series #1 MXTs, except in accordance with any contractual restrictions in accordance with all applicable laws, including U.S. federal securities laws, U.S. state securities laws, and the laws of any foreign jurisdiction, as applicable. In addition, the Company may require, prior to any offer, sale or transfer pursuant to this clause (B)(iii), the delivery of an opinion of counsel, certification or other information satisfactory to the Company. The Purchaser acknowledges that the Company is not making any representations as to the availability of the exemptions set forth in the Securities Act, for resale of the Series #1 Interests and the Series #1 MXTs.

6.4 If the Subscriber is issued the Series #1 Interests and the Series #1 MXTs hereunder pursuant to Regulation S, the Purchaser acknowledges and agrees, and each subsequent holder of the Series #1 Interests and the Series #1 MXTs by its acceptance thereof will be deemed to acknowledge that, until the expiration of the one year "distribution compliance period" under Regulation S, he, she or it will not make any offer or sale of the Series #1 Interests and the Series #1 MXTs to a U.S. person or for the account or benefit of a U.S. person within the meaning of Rules 902 and 903 of the Securities Act, except in accordance with all applicable laws, including U.S. federal securities laws, U.S. state securities laws, and the laws of any foreign jurisdiction, as applicable. In addition, such Purchaser further acknowledges that with respect to the Series #1 Interests and the Series #1 MXTs received pursuant to Regulation S, hedging transactions involving such Series #1 Interests and Series #1 MXTs may not be conducted unless in compliance with the Securities Act.

6.5 The Purchaser acknowledges that the Series #1 Interests and the Series #1 MXTs may be prevented from being validly transferred from the public address to which they are issued in violation of the foregoing restrictions on transfer.

6.6 The Purchaser further acknowledges that the Series #1 Interests and the Series #1 MXTs will contain or be deemed to incorporate a legend substantially to the following effect:

THE SERIES #1 MXTS, REPRESENTING AN INTEREST IN SERIES #1 INTERESTS (THE "MXTS"), HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THE LDBS, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES EXCEPT IN COMPLIANCE WITH APPLICABLE LAW AND APPLICABLE CONTRACTUAL RESTRICTIONS.

THE HOLDER OF ANY MXTS HAS COMPLIED AND WILL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN EACH COUNTRY OR JURISDICTION IN WHICH IT PURCHASES, OFFERS, SELLS OR DELIVERS MXTS OR POSSESSES, DISTRIBUTES OR PUBLISHES ANY OFFERING MATERIAL RELATED TO THE MXTS. PERSONS INTO WHOSE HANDS ANY SUCH OFFERING MATERIAL COMES ARE REQUIRED BY THE COMPANY TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN EACH COUNTRY OR JURISDICTION IN WHICH THEY PURCHASE, OFFER, SELL OR DELIVER MXTS OR POSSESS, DISTRIBUTE OR PUBLISH ANY OFFERING MATERIAL RELATED TO THE MXTS, IN ALL CASES AT THEIR OWN EXPENSE. THE HOLDER OF ANY MXTS AGREES NOT TO OFFER, SELL, PLEDGE, ENCUMBER, OR OTHERWISE VOLUNTARILY TRANSFER SUCH MXTS EXCEPT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

FOR REGULATION S ONLY: THE MXTS MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")) EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ALL APPLICABLE STATE SECURITIES LAWS.

FOR REGULATION S ONLY: HEDGING TRANSACTIONS INVOLVING THE MXTS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

THE HOLDER OF ANY MXTS SHALL OFFER, SELL OR OTHERWISE TRANSFER MXTS ONLY (I) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (II) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION. IN ADDITION, THE COMPANY MAY REQUIRE, PRIOR TO ANY OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (II), THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION OR OTHER INFORMATION SATISFACTORY TO THE COMPANY.

6.7 The Purchaser acknowledges and is aware that any transfer made in violation of the transfer provisions of the Purchase Agreement will be void ab initio.

7. Indemnification. PLEASE READ THIS SECTION 7 CAREFULLY BECAUSE IT LIMITS A SUBSCRIBER'S ABILITY TO SEEK RELIEF FROM AN INDEMNIFIED PARTY.

7.1 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 Company, hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties 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 Subscriber 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, commodities, or money transmission law violations instituted by the Purchaser to the extent that it is finally resolved by judgment against the Subscriber, or (iii) any action instituted by or on behalf of

the Subscriber against an Indemnified Party to the extent that it is finally resolved by judgment against the Subscriber or in favor of an Indemnified Party.

7.2 Each Indemnified Party is an intended third-party beneficiary of this Subscription Agreement. The remedies provided in this Section 7 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.

7.3. Notwithstanding the foregoing, nothing contained in this Subscription Agreement shall constitute a waiver by a Subscriber of any of his, her or its legal rights under applicable U.S. federal securities and commodities laws or any other laws whose applicability is not permitted to be contractually waived.

8. Limitation of Liability. PLEASE READ THIS SECTION 8 CAREFULLY BECAUSE IT LIMITS THE SCOPE OF THE COMPANY'S LIABILITY IN CONNECTION WITH THE SALE OF THE MXTS.

a. To the fullest extent permitted by applicable law: (i) in no event will the Company or any of the other Indemnified Parties be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including where related to loss of revenue, income, or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the sale of the Series #1 Interests or Series #1 MXTs or otherwise related to these terms, regardless of the form of action, whether based in contract, tort (including simple negligence, whether active, passive or imputed), or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the aggregate liability of the Company and the other Indemnified Parties (jointly), whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), or other theory, arising out of or relating to these terms exceed the amount Subscriber pays to the Company for the Series #1 Interests or Series #1 MXTs.

b. No recourse under or upon any obligation, covenant or agreement contained in this Subscription Agreement shall be had against any past, present or future equity holder, officer, director or employee, as such, of the Company or any successor, either directly or through the Company or any successor, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being, by acceptance hereof and as part of the consideration of the grant of the rights by the Company to the Subscriber, expressly waived and released.

9. Irrevocability; Binding Effect. The Subscriber hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Subscriber, except as required by applicable law, and that this Subscription Agreement shall survive the death or disability of the Subscriber and shall be binding upon and inure to the benefit of the parties and

their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Subscriber is more than one person, the obligations of the Subscriber hereunder shall be joint and several and the agreements, representations, warranties, and acknowledgments herein shall be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives, and permitted assigns.

10. Modification. This Subscription Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

11. Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Subscriber and the transfer or assignment of the Series #Waller Interests shall be made only in accordance with all applicable laws and the Operating Agreement. Any assignment contrary to the terms hereof shall be null and void and of no force or effect.

12. Applicable Law and Jurisdiction. This Subscription Agreement and the rights and obligations of the Subscriber arising out of or in connection with this Subscription Agreement, the Operating Agreement and the Offering Memorandum shall be construed in accordance with and governed by the internal laws of the State of Delaware without regard to principles of conflict of laws. The Subscriber (a) irrevocably submits to the non-exclusive jurisdiction and venue of the state and federal courts sitting in the state of Delaware, in any action arising out of this Subscription Agreement, the Operating Agreement and the Offering Memorandum and (b) consents to the service of process by mail.

13. Use of Pronouns. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

14. Miscellaneous.

14.1 Sections 15.1 (Addresses and Notices) and 15.2 (Further Action) of the Operating Agreement are deemed incorporated by reference into this Subscription Agreement.

14.2 This Subscription Agreement, together with the Operating Agreement, constitutes the entire agreement between the Subscriber and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

14.3 The covenants, agreements, representations and warranties of the Company and the Subscriber made, and the indemnification rights provided for, in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Series #1 Interests, regardless of any investigation made by or on behalf of any party, and shall survive delivery of any payment for the Subscription Price.

14.4 Except to the extent otherwise described in the Offering Memorandum, each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

14.5 This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original (including signatures sent by facsimile transmission or by email transmission of a PDF scanned document or other electronic signature), but all of which shall together constitute one and the same instrument.

14.6 Each provision of this Subscription Agreement shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

14.7 Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

14.8 Words and expressions which are used but not defined in this Subscription Agreement shall have the meanings given to them in the Operating Agreement.

Number of Series #1 Interests (represented by Series #1 MXT
Tokens) subscribed for

Subscription Agreement to subscribe for Series #1,
a Series of MountX Token LLC

Legal Name of Subscriber

Total Purchase Price of Series #1 Interests (represented by Series
#1 MXT Tokens) subscribed for

Number of Series #1 Interests (represented by Series #1 MXT
Tokens) subscribed for

Investor Information:

Address

City

State

Zip

Email Address

Country

EXHIBIT A - SIGNATURE PAGE TO THE SUBSCRIPTION AGREEMENT

MOUNTX TOKEN LLC
SERIES #1 INTERESTS

The Subscriber hereby elects to subscribe under the Subscription Agreement for the number and price of the Series #1 Interests stated on the front page of this Subscription Agreement and executes the Subscription Agreement.

By and Date:

Print Name of Subscriber:

Title of Authorized Signatory (if an entity):

Accepted:

SERIES #1, A SERIES OF MOUNTX TOKEN LLC
By: MOUNTX US LLC, as managing member

By and Date:

Name: Enrique J. Suarez

Title: Chief Executive Officer

EXHIBIT A - SIGNATURE PAGE TO OPERATING AGREEMENT

[Attached]

COUNTERPART SIGNATURE PAGE
TO
OPERATING AGREEMENT

Reference is made to the Limited Liability Company Agreement of the Company, dated as of [_____], (as may be amended from time to time, the "Operating Agreement"), by and among the Members of MountX Token LLC (the "Company").

The undersigned hereby executes this counterpart signature page to the Operating Agreement and authorizes this signature page to be attached as a counterpart signature page to the Operating Agreement.

The undersigned acknowledges that he/she/it is a Member for all purposes under the Operating Agreement and that, in such capacity, the undersigned will be bound by, and will be entitled to the rights and benefits of, the terms and provisions of the Operating Agreement.

Subscriber

Co-Subscriber (if Applicable)

Signature:

Signature:

Exhibit B –

Substitute Form W-9

FEDERAL INCOME TAX BACKUP WITHHOLDING

In order to prevent the application of federal income tax backup withholding, each holder of Membership Interests must provide the Company with a correct Taxpayer Identification Number ("TIN"). An individual's social security number is his or her TIN. The TIN should be provided in the space provided in the Substitute Form W-9, which is set forth below. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS. Certain taxpayers, including all corporations, are not subject to these backup withholding and reporting requirements. If the Subscriber has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, "Applied For" should be written in the space provided for the TIN on the Substitute Form W-9.

Under the penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- (3) I am a U.S. citizen or other U.S. person (defined in the instructions).

Instruction: You must cross out #2 above if you have been notified by the Internal Revenue Service that you are subject to backup withholding because of under reporting interest or dividends on your tax returns.

Each person to be named on the certificate should complete this section.

Subscriber

Co-Subscriber (if Applicable)

Signature:

Signature:

Social Security or Tax Identification Number Social Security or Tax Identification Number

Exhibit C

Power of Attorney

The undersigned, as a Member, hereby makes, constitutes and appoints the Manager, MountX US LLC, his, her or its true and lawful attorney-in-fact for him, her or it and in such Member's name, place and stead, to make, execute, sign, acknowledge, file for recording at the appropriate public offices and publish such documents as may be necessary to carry out the provisions of the Operating Agreement, including (i) the Operating Agreement, (ii) any Articles of Organization, and (iii) such other certificates or instruments as may be required by law, or are necessary to the conduct of the Company business. Each Member will execute and deliver to the Manager, within five (5) days after receipt of such person's written request therefor, such other and further powers of attorney and instruments as the Manager deems necessary to carry out the purpose of this Section. For the avoidance of any doubt, no Member will be required to deliver to the Manager any further powers of attorney or instruments if the subject power of attorney or instruments relates to an action required by the Operating Agreement to be approved by the Members until such time as the requisite percentage of the Members has approved such actions in accordance with the Operating Agreement.

The foregoing grant of authority is hereby declared to be irrevocable and a power coupled with an interest and will not be affected by the death or disability of any Member or the assignment by any Member of his, her or its Interest; provided that in the event of such assignment of a Member's entire interest, the foregoing power of attorney of an assignor Member will survive such assignment only until such time as the assignee is admitted to the Company as a Substitute Member and all required documents and instruments have been duly executed, filed and recorded to effect each substitution or until such time as the Company repurchases such Member's remaining rights as permitted in the Operating Agreement.

In the event of any conflict or inconsistency between the provisions of the Operating Agreement and any document executed, signed or acknowledged by the Manager or filed for recording or published pursuant to the power of attorney granted hereby, the Operating Agreement will govern except to the extent such document specifically amends the Operating Agreement.

Subscriber

Co-Subscriber (if Applicable)

Signature:

Signature:

☐ check if entity