

Subscription Agreement

(Common Stock and/or Bonds under Regulation D, Rule 506(b))

This Subscription Agreement (this “**Agreement**”) is entered into by and between the undersigned subscriber (“**Investor**”) and **FTToken Inc.**, a Wyoming corporation (the “**Company**”), in connection with the Investor’s subscription for the Company’s securities as described below (the “**Offering**”).

1. Subscription

Subject to the terms and conditions of this Agreement and the accompanying Private Placement Memorandum dated ____ (the “**PPM**”), the Investor hereby subscribes to purchase:

- **Class A Common Stock** of the Company at a price of **\$0.40 per share**; and/or
- **Class A Bonds** each with a principal amount of \$1,000 , bearing a **12% annual interest rate**, maturing in **10 years**, backed by Class A Common Stock,
as set forth on the signature page.

The minimum investment is \$1,000. The Investor understands that this subscription is **irrevocable** except as otherwise provided under applicable law.

2. Acceptance of Subscription

The Investor understands that this subscription is subject to acceptance by the Company in its sole discretion. Upon acceptance, this Agreement shall be binding on both the Company and the Investor. If not accepted within 30 days of delivery, this Agreement shall be void and any funds transmitted will be returned without interest.

3. Representations and Warranties of the Investor

The Investor represents and warrants that:

a. **Receipt of Documents:** The Investor has received and reviewed the PPM, including sections covering the Risk Factors and Company Overview.

b. **Investment Intent:** The Investor is acquiring the Securities for their own account and not with a view to resale or distribution.

c. **Suitability:** The Investor meets the standards set forth in the **Investor Questionnaire**, including (check one):

☐ Accredited Investor

☐ Non-Accredited Investor who meets sophistication and financial capacity requirements (as defined in the PPM)

d. **Risks:** The Investor understands that this is a high-risk, illiquid investment and may result in a total loss.

e. **Transfer Restrictions:** The Investor acknowledges that:

- The Securities are restricted and may not be sold or transferred except as permitted under federal and state securities laws.
- The Company imposes a **one-year minimum holding period**.
- Transfers require Company approval.
- Liquidity may be offered in future rounds but is **not guaranteed**.

f. **Information Access:** The Investor has had the opportunity to ask questions and receive answers from management.

4. Representations and Warranties of the Company

The Company represents that:

- It is duly organized under Wyoming law.
- It has the authority to issue the securities subscribed for.
- It is conducting this offering in compliance with **Regulation D, Rule 506(b)**.

5. Governing Law

This Agreement shall be governed by the laws of the State of Wyoming, without regard to conflict of law principles.

6. Electronic Delivery and Execution

The Investor agrees to receive all documents related to the Offering electronically and to sign this Agreement via electronic means.

7. Miscellaneous

This Agreement, together with the PPM and all exhibits thereto, constitutes the full understanding between the parties. No oral statements or representations shall be binding.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the date written below.

Investor Information

Name: ____

Entity (if any): ____

Address: _

Email: ____

Phone: ____

☐ Accredited Investor

☐ Non-Accredited (sophistication attestation completed)

Subscription Details

- ☐ Number of **Class A Common Shares**: ____ at **\$0.40/share** = \$ ____
- ☐ Amount of **Class A Bonds**: \$ ____

Total Subscription Amount: \$ ____

Signature: ____

Name (Printed): ____

Date: _

Company Acceptance

Accepted by FToken Inc.

By: ____

Name: Eric Smeby

Title: Founder

Date: ____