Subscription Agreement

DRAFT — For Discussion Purposes Only

This Subscription Agreement (“Agreement”) is entered into between Ascenda Enterprise Capital LLC, a Georgia limited liability company (“AEC” or the “Company”), and the undersigned investor (“Subscriber”). This Agreement governs the terms under which the Subscriber commits capital to AEC.

THIS IS A DRAFT TEMPLATE. All final agreements will be reviewed and executed with the assistance of qualified securities counsel. Do not execute this document without independent legal review.

PART I — SUBSCRIBER INFORMATION

Subscriber Full Legal Name	
Entity Name (if applicable)	
Address	
Email Address	
Phone Number	
SSN / EIN	

PART II — SUBSCRIPTION DETAILS

Total Subscription Amount	$ ___________________________
Allocation Tier	Tier 1 / Tier 2 / Tier 3
Intended Wire Transfer Date	____ / ____ / ________ (MM/DD/YYYY)
Source of Funds	___________________________

PART III — REPRESENTATIONS & WARRANTIES

The Subscriber hereby represents and warrants to AEC as follows:

Accredited Investor Status

Accredited Investor Status

The Subscriber is an Accredited Investor as defined under Rule 501 of Regulation D of the Securities Act of 1933, as amended, and meets at least one of the qualifying criteria set forth in AEC's Investor Questionnaire.

Investment Intent

The Subscriber is acquiring an interest in AEC for the Subscriber's own account, for investment purposes only, and not with a view to distribution or resale in violation of applicable securities laws.

Risk Acknowledgment

The Subscriber has received, read, and understands AEC's Risk Disclosure Statement and acknowledges the speculative nature of the investment, including the risk of total loss of capital.

Independent Review

The Subscriber has had the opportunity to ask questions of AEC management and to seek independent legal, financial, and tax advice prior to executing this Agreement.

No Reliance

The Subscriber has not relied upon any representation or warranty made by AEC other than those expressly set forth in writing. AEC's historical performance figures do not constitute a guarantee of future results.

Source of Funds

All funds committed under this Agreement are from legitimate sources and are not the proceeds of any illegal activity. The Subscriber has complied with all applicable AML laws and regulations.

Legal Authority

The Subscriber has full legal authority to enter into this Agreement. If subscribing as an entity, the Subscriber represents that this Agreement has been duly authorized by all necessary action.

No Registration Required

The Subscriber understands that AEC is not registered as an Investment Adviser and that no federal or state securities authority has reviewed or approved the merits of this investment.

PART IV — TERMS & CONDITIONS

Capital Transfer

Subscriber agrees to transfer the full subscription amount via wire transfer to AEC's designated Mercury Business Banking account within 5 business days of executing this Agreement. Wire instructions will be provided separately in AEC's Wire Transfer Instructions document. No capital transfer should be initiated prior to execution of this Agreement.

Management

AEC's Managing Member (Izaiah Cottle) retains sole discretion over all investment decisions, capital deployment, and operational matters. The Subscriber does not have any right to participate in the management or operation of AEC.

Reporting

AEC will provide quarterly performance reports to all confirmed investors. Reports will be delivered electronically to the email address provided in Part I of this Agreement.

Confidentiality

This Agreement and all terms herein are strictly confidential. Subscriber agrees not to disclose the terms of this Agreement or any non-public information received from AEC to any third party without prior written consent from AEC.

Governing Law

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

Dispute Resolution

Any dispute arising from this Agreement shall first be subject to good-faith negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration in Atlanta, Georgia under the rules of the American Arbitration Association.

Amendment

This Agreement may only be amended by written instrument signed by both parties.

Entire Agreement

This Agreement, together with AEC's Risk Disclosure Statement, Investor Questionnaire, and any applicable Private Placement Memorandum, constitutes the entire agreement between the parties with respect to the subject matter hereof.

PART V — EXECUTION

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

SUBSCRIBER	**ASCENDA ENTERPRISE CAPITAL LLC**
Signature	Authorized Signature
Printed Name	Izaiah Cottle · Managing Member & CEO
Date (MM/DD/YYYY)	Date (MM/DD/YYYY)

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Ascenda Enterprise Capital LLC · Registered in the State of Georgia · izaiah@ascendaenterprisecapital.com
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