

# SUBSCRIPTION AGREEMENT

This Subscription Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 2026, by and between:

\_\_\_\_\_, a corporation organized under the laws of the State of Wyoming (the “Company”), and

\_\_\_\_\_ (the “Investor”).

## 1. SUBSCRIPTION

**1.1** The Investor hereby subscribes for \_\_\_\_\_ shares of the Company’s **Common Stock** (the “Shares”) at a purchase price of **US\$1.00 per share**, for an aggregate purchase price of US\$\_\_\_\_\_.

**1.2** This subscription is subject to acceptance by the Company, in whole or in part, in its sole discretion.

## 2. PAYMENT

The Investor agrees to deliver the Purchase Price in full upon execution of this Agreement in accordance with the instructions provided by the Company.

## 3. INVESTOR REPRESENTATIONS

The Investor represents and warrants that:

**3.1** The Investor has received, read, and understands the Company’s Offering Circular filed pursuant to Regulation A;

**3.2** The Investor is purchasing the Shares for investment purposes only and not with a view to resale in violation of applicable securities laws;

**3.3** The Investor meets the eligibility requirements under Regulation A, including applicable investment limitations;

**3.4** The Investor has sufficient knowledge and experience to evaluate the merits and risks of this investment;

**3.5** The Investor understands that the Shares are speculative and may result in the loss of the entire investment.

## 4. COMPANY REPRESENTATIONS

The Company represents that:

**4.1** It is duly incorporated and validly existing under Wyoming law;

**4.2** The Shares, when issued, will be validly issued, fully paid, and non-assessable.

## 5. RISK ACKNOWLEDGMENT

The Investor acknowledges that:

- The Company is in a development stage
- There is no assurance of OTCQB listing
- There is no current public market for the Shares

## 6. TRANSFER RESTRICTIONS

The Investor understands that:

- The Shares may be subject to restrictions under U.S. securities laws
- There is no guarantee of liquidity

## 7. ACCEPTANCE AND ISSUANCE

The Shares will be issued only upon:

- Acceptance of this Agreement by the Company; and
- Receipt of cleared funds

The Company reserves the right to reject any subscription.

## 8. GOVERNING LAW

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

## 9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

## 10. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement:

**Raffles Capital Worldwide Assets Inc**

**Investor**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_