EXHIBIT B – SUBSCRIPTION DOCUMENTS

Name of Offeree: _____

Сору No. _____

SUBSCRIPTION BOOKLET

4ALTS PLATFORM, LLC

A Delaware Series Limited Liability Company

Membership Interests

of the

EIGHTH WAVE PAIRS STRATEGY SERIES

ARB FUND MANAGEMENT, LLC MANAGER

WAVE 8 CAPITAL, LLC

INVESTMENT MANAGER

This Subscription Booklet contains a Subscription Agreement and other investor documents for use only in connection with the private offering being made by 4Alts Platform, LLC, a Delaware series limited liability company (the "*Platform*") to eligible investors pursuant to a Confidential Private Placement Memorandum dated January 2023 (the "*Memorandum*") and the Supplement for the Eighth Wave Pairs Strategy Series (the "*Series*") (reference herein to the Memorandum shall include the corresponding Supplement for the Series). This Subscription Booklet must not be used if it is not accompanied by a copy of the Memorandum and the Supplement. Nothing in this Subscription Booklet constitutes or shall be deemed to constitute an offer to sell or the solicitation of an offer to purchase securities. Such an offer may be made only by means of the Memorandum and only to the person to whom such Memorandum is actually delivered. References in this Subscription Booklet to any "investor" refers only to potential or prospective investors in the Platform, and shall not constitute or be deemed to constitute any person as an investor in the Series of the Platform, unless and until such person is specifically accepted as a Member in the Series.

SUBSCRIPTION INSTRUCTIONS

All investors must complete and sign the following documents:

- the Investor Questionnaire (Section 1)
- the Subscription Agreement (Section 2)
- the Investor Signature Page(s), including the signature page for the Series Agreement (Section 3)
- all investors must supply identity documents (as applicable) per the instructions set forth in Appendix C hereof
- Custodian Acknowledgement (Appendix D) (if applicable)
- If you are a "United States Person" for U.S. federal income tax purposes (*i.e.*, a U.S. citizen or a U.S. resident), please complete and execute the Form W-9 found at <u>http://www.irs.gov/pub/irs-pdf/fw9.pdf</u>, and return it with your Subscription Booklet
- If you are not a "United States Person" for U.S. federal tax purposes or an entity exempt from U.S. tax, please complete and execute Form W-8BEN (individuals) found at <u>http://www.irs.gov/pub/irs-pdf/fw8ben.pdf</u>, or W-8BEN-E (entities) found in at <u>http://www.irs.gov/pub/irs-pdf/fw8bene.pdf</u> and return it with your Subscription Booklet

All investors should keep a copy of the following documents for future use or reference:

- the Form of Request for Withdrawal (Appendix A)
- the Additional Subscription Request (Appendix B)

A copy of the completed Subscription Documents must be sent to Formidium Corp. (the "**Administrator**") by way of mail to the address included below, by way of facsimile to +1-630-642-5338 or by way of email to <u>Investor.support@Formidium.com</u>. If sending by mail, please send to:

> 4ALTS Platform, LLC Eighth Wave Pairs Strategy *Series* c/o Formidium Corp. 633 Rogers Street, Suite 106 Downers Grove, IL 60515 Tel: +1-630-828-3520 Fax: +1-630-642-5338 Attn: Investor Services Department

Please also submit a copy of the completed Subscription Documents to the Manager by way of mail or email to the following address:

ARB Fund Manangement, LLC 401 W. Superior Street, Suite 100, Chicago Illinois 60654 Tel: (312) 593-0731 Email: compliance@arbfundmanagement.com Attn: John M Klimek

Subscription Documents may be sent by email at the investor's risk. The Administrator will confirm via email all emailed Subscription Documents which are received in good order. Applicants should be aware of the risks associated with sending emailed applications and that the Administrator does not accept responsibility for any loss caused due to the non-receipt of any email. While the Administrator accepts email copies, the Administrator shall not be liable for non-receipt. Subscribers failing to receive email confirmations within 5 business days should contact the Administrator to confirm receipt. Failure by the Subscriber to ensure the Administrator's receipt of the Subscription Documents may render emailed instructions or orders invalid.

Failure to obtain such confirmation from the Administrator may render electronically transmitted instructions void.

The Administrator shall notify the investor of his or her successful subscription in the Series by way of completion notice once the subscription has been confirmed or approved. The acceptance or non-acceptance of any subscription is solely at the discretion of ARB Fund Management, LLC, the manager of the Platform (the "**Manager**"), and no reason need be given for the non-acceptance of any subscription. Any subscription amounts not accepted by the Platform will be promptly returned without interest.

All investors must submit payment in the amount of their subscription (the "*Subscription Amount*") in the following manner:

WIRE INSTRUCTIONS:

Bank:	BMO Harris Bank NA
Bank Address:	111 West Monroe Street,
	Chicago, IL 60603
ABA No.:	071000288
SWIFT code:	HATRUS44
Account Name:	Eighth Wave Pairs Strategy Series of 4Alts Platform, LLC
Account Number:	2470755
Reference:	[Investor's Name]

You must wire the payment from an account in your name. If you are not wiring your payment from a bank located in a FATF Country you must contact the Administrator for further instructions prior to wiring your payment, which may result in a delay in your subscription.

- 1. Please have your bank identify your name on the wire transfer.
- 2. The Manager of the Platform recommends that your bank charge its wiring fee separately so that the full amount you have elected to invest may be invested in the Platform.

THE COMPLETED SUBSCRIPTION BOOKLET SHOULD BE RETURNED IN ITS ENTIRETY TO THE ADMINISTRATOR ALONG WITH ANY ACCOMPANYING DUE DILIGENCE DOCUMENTATION (SEE APPENDIX C FOR DETAILS). UPON YOUR ACCEPTANCE BY THE MANAGER AS AN INVESTOR IN THE SERIES, YOU WILL BE SENT A COMPLETION NOTICE FROM THE ADMINISTRATOR.

PLEASE PRINT AND SIGN IN BLUE OR BLACK INK AND/OR TYPE ALL INFORMATION.

SECTION 1 – INVESTOR QUESTIONNAIRE

4ALTS PLATFORM, LLC

ALL INFORMATION FURNISHED IS FOR THE SOLE USE OF ARB FUND MANAGEMENT, LLC, 4ALTS PLATFORM, LLC AND THEIR COUNSEL FOR PURPOSES OF DETERMINING THE ELIGIBILITY OF THE INVESTOR TO PURCHASE AN INTEREST IN THE SERIES. THIS QUESTIONNAIRE WILL BE HELD IN CONFIDENCE BY THE PLATFORM AND ITS COUNSEL AND THE ADMINISTRATOR, EXCEPT THAT THIS QUESTIONNAIRE MAY BE FURNISHED TO SUCH PARTIES AS THE PLATFORM AND ITS COUNSEL DEEM NECESSARY TO ESTABLISH COMPLIANCE WITH FEDERAL OR STATE SECURITIES LAWS OR TO THE EXTENT REQUIRED BY LAW.

The Interests being offered by the Platform and as to the Series are not registered under the Securities Act of 1933, as amended (the "*Securities Act*"), in reliance upon certain exemptions from registration provided by the Securities Act. In order to obtain the facts needed to determine whether the Platform may accept an investor's investment, it is necessary for the investor (the "*Investor*") to complete this Investor Questionnaire. Accordingly, the undersigned represents and warrants to the Platform that (i) the information contained herein is complete and accurate and (ii) the undersigned will notify the Manager and the Administrator immediately of any change of any such information occurring at any time in which the undersigned is a Member and, that absent such notification, the information contained herein will be deemed complete and accurate. The questionnaire should be signed, dated and forwarded to the Administrator.

* * * * * * * * * * * * * * * * * * Answer all questions. Write "N/A" if not applicable.

Α. **INVESTOR INFORMATION**

| 1 | Gonoral | Information | for | Individual | Invectors |
|------------|---------|-------------|-----|------------|-----------|
| 1 . | General | Information | 101 | Inuiviuuai | Investors |

Note: this question only to be completed by individual investors.

For joint investors, give information for both persons.

Full Legal Name of Investor: _____

Please indicate type of ownership:

- Individual
- Co-Ownership (an Investor Questionnaire must be completed by each co-owner)
- Individual Retirement Account (IRA)
- Other: _____

S

| Social Security or Tax | payer Identification Number: | | |
|-------------------------|---|--------------------------------|------------|
| Citizenship: | | | |
| Resident Address: | (Number and Street) | | |
| _ | (City) | (State) | (Zip Code) |
| Business Address: | (Number and Street) | | |
| _ | (City) | (State) | (Zip Code) |
| | Employed Self-Employed
funds for this investment | | |
| If No, please explain: | | | |
| Investment Experienc | e 🗌 1-3 Years 🗌 3-5 Years 🗌 | 5-10 Years 🗌 10 Plus Years | 🗌 None |
| Telephone Numbers: | Residence:
Business: | Fax (if any):
Fax (if any): | |
| | Cell Phone: | | |
| E-mail address : | | | |
| I prefer to have corres | spondence sent to (check one): | Residence | Business |

| Name and A | ddress | | | | | |
|----------------------------|-------------------------------------|--|---------|------------|--|--|
| of any other
to whom co | ⁻ Person
rrespondence | (Name) | | | | |
| should be se | • | (Number and Street) | | | | |
| | | (City) | (State) | (Zip Code) | | |
| | | Telephone Number: | | | | |
| | | Fax Number: | | | | |
| | | E-mail address (if any):_ | | | | |
| | | Relationship to Investor (e.g., attorney, accountant): | | | | |
| 2. <u>Gen</u> | eral Information f | on for Entity Investors | | | | |

Note: this question only to be completed by entity investors.

Full Legal Name of Investor: _____

Please indicate type of ownership:

- Grantor of a revocable trust (an Investor Questionnaire must also be completed on behalf of the Trust)
- Corporation
- Partnership (including limited liability partnerships)
- Limited Liability Company
- Trust or Foundation (If a revocable trust, an Investor Questionnaire must also be completed on behalf of the grantor)
- Employee Benefit Plan (as defined in ERISA)

Please state the name of individual(s) making the investment decision on behalf of the entity:

| Principal Business: | | | | |
|--------------------------|-------------------|---------|-----------------|----------|
| Principal Place of Busir | ness: | | | |
| · | | (Numb | per and Street) | |
| | (City) | (State) | (Zip Code) | (County) |
| Name of Authorized Re | epresentative/Age | nt: | | |

Net assets as of the end of the most recent fiscal year are in excess of: \$ _____

BENEFICIAL OWNERSHIP INFORMATION

To be completed by Entity Investors that are Privately-Held Entities and Trusts

Please provide the name of every person who is directly, or indirectly through intermediaries, the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the Investor. If the intermediary's shareholders, partners or beneficiaries are not natural persons, continue up the chain of ownership listing their 25% or more equity interest holders until natural persons are listed. If there are no 25% beneficial owners, please write none.

Each natural person listed in this Exhibit shall provide a copy of a current and official identification document bearing photograph and signature.

| Full Name | Primary Residence or
Principal Place of
Business Address | Citizenship (for
individuals)
or Principal Place
of Business (for
entities) | Ownership
Percentage |
|-----------|--|---|-------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

B. ERISA STATUS

Note: this question only to be completed by institutional investors.

 The undersigned is a corporation, partnership (including a limited liability partnership), trust or other entity, and 25% or more of the value of any class of equity interests of the undersigned is held by employee benefit plans within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("*ERISA*") (including plans maintained outside the United States subject to ERISA).



Only answer Questions 2 and 3 if the undersigned is an Accredited Investor as a result of its status as an Employee Benefit Plan (see question C(9) below):

- 2. The undersigned certifies that it is a "defined benefit plan" (as defined in Section 3(35) of ERISA) which is not described in Section 4(b)(1), 4(b)(2) or 4(b)(4) of ERISA.
 - True False
- 3. The undersigned certifies that it is an involuntary, noncontributory defined benefit plan as defined in the Securities and Exchange Release Nos. 33-6188 and 33-6218.

True False

C. ACCREDITED INVESTOR STATUS

All investors complete. Individual Investors may only check Numbers 1, 2, or 11.

As one of the qualifications of being an accredited investor, the undersigned has the financial ability to bear the economic risk of the undersigned's investment and has adequate means for providing for the undersigned's current needs and possible personal and other contingencies. Please indicate by ticking one or more of the following categories which are applicable to you. If no category is applicable, please check Number 11, "None."

Individual Investors

- 1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such investor's purchase, exceeds \$1,000,000 (excluding the value of your primary residence);
- 2. Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

Trusts, Partnerships, Companies and Other Entities:

- 3. Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"), corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act;
- 5. A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;

Financial Institutions:

- 6. Any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;
- 7. Any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940, as amended (the "*Investment Company Act*"), or Business Development Company as defined in Section 2(a)(48) of that Act;
- 8. Any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

Benefit Plans:

9. Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; or any employee benefit plan within the meaning of ERISA, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by natural persons that would themselves qualify as eligible investors. Subject to the sole discretion of the Manager, no eligible investor falling within the foregoing categories will be admitted to the Platform unless, if the investor is subject to ERISA, such investment, taken together with those of all other Beneficial Owners subject to ERISA, does not amount to 25% or more of all Interests;

Other:

| 10. | Any entity in which all of the equity owners are accredited investors (or, in the case of a trust, all the income beneficiaries) are accredited investors. If only this statement 10 has been checked, please have each equity owner (or, in the case of a trust, each income beneficiary) fill out the Investor Questionnaire. Please feel free to make copies of these pages for each equity owner (or income beneficiary); or |
|-----|--|
| 11. | None. (Please contact the Manager immediately. You must be an accredited investor to purchase Interests in the Series) |

D. BAD ACTOR EVENTS

The following questions pertain to "Bad Actor Events" under Rule 506(d) of the Securities Act of 1933, which may trigger disqualification of a Rule 506 offering. Thus, it is important that all investors carefully consider and answer each question.

- 1. Have you been convicted, within ten years before the sale of the securities (or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor:
 - in connection with the purchase or sale of any security;
 - involving the making of any false filing with the SEC; or
 - arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor or paid solicitor of purchasers of securities?
 - Yes. If yes, please explain: _____

□ No.

- 2. Are you subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the sale of the securities, that, at the time of such sale, restrains or enjoins you from engaging or continuing to engage in any conduct or practice:
 - in connection with the purchase or sale of any security;
 - involving the making of any false filing with the SEC; or
 - arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities?
 - □ Yes. If yes, please explain: _____

□ No.

- 3. Are you subject to a final order¹ of a state securities commission (or an agency of officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that:
 - at the time of the sale of the securities, bars you from:
 - \circ $\,$ association with an entity regulated by such commission, authority, agency or officer; or
 - \circ $\,$ engaging in the business of securities, insurance or banking; or

¹ A "final order" is a written directive or declaratory statement issued by a federal or state agency described in Rule 506(d)(1)(iii) under the Securities Act of 1933 under applicable statutory authority that provides for notice and an opportunity for a hearing, which constitutes a final disposition or action by that federal or state agency.

- engaging in savings association or credit union activities; or
- constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before the sale of the securities?

Yes. If yes, please explain:

□ No.

•

- 4. Are you subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (the "Exchange Act") or section 203(e) or 203(f) of the Investment Advisers Act of 1940 (the "Advisers Act") that, at the time of the sale of the securities:
 - suspends or revokes your registration as a broker, dealer, municipal securities dealer or investment adviser;
 - places limitations on the activities, functions or operations of, or imposes civil money penalties on, such person; or
 - bars you from being associated with any entity or from participating in the offering of any penny stock?

Yes. If yes, please explain: ______

□ No.

- 5. Are you subject to any order of the SEC, entered within five years before the sale of the securities, that, at the time of such sale, orders you to cease and desist from committing or causing a future violation of:
 - any scienter-based anti-fraud provision of the federal securities laws, including, but not limited to, Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and Section 206(1) of the Advisers Act or any other rule or regulation thereunder; or
 - Section 5 of the Securities Act.
 - □ Yes. If yes, please explain: _____

□ No.

- 6. Have you been suspended or expelled from membership in, or suspended or barred from association with a member of, a securities self-regulatory organization (e.g., a registered national securities exchange or a registered national or affiliated securities association) for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?
 - Yes. If yes, please explain: _____
 - □ No.
- 7. Have you filed (as a registrant or issuer), or were you named as an underwriter in any registration statement or Regulation A offering statement filed with the SEC that, within five years before the sale of the securities, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of the sale of the securities, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?
 - Yes. If yes, please explain: ______

□ No.

8. Are you subject to a United States Postal Service false representation order entered within five years before the sale of the securities, or are you, at the time of the sale of the securities, subject

to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

□ Yes. If yes, please explain:

□ No.

E. QUALIFIED CLIENT STATUS

Investors who are U.S. Persons are further limited to "qualified clients" as defined in rule 205-3 of the US Investment Advisers Act of 1941. As a summary, a qualified client is an:

- entity or natural person with at least \$1,100,000 under management of the advisor, OR
- entity or natural person who has a net worth of more than \$2,200,000 •

For the second test above, natural persons exclude the value of (and debt with respect to) their primary residence (assuming the primary residence is not under water).

Please indicate below whether you are a Qualified Client.

(If no - Please contact the Manager immediately. You must be a Qualified Client □ Yes. □ No. to purchase Interests in the Series)

F. TAXPAYER ID NUMBER; NO BACKUP WITHHOLDING; NON-U.S. FOREIGN PERSON OR ENTITY

If Subscriber is a "non-U.S. person or entity," allocations of Platform income may be subject to withholding and taxation under the Internal Revenue Code, as amended ("Code"). Subscriber acknowledges that it may be required to file U.S. income tax returns. If the Subscriber is a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the regulations thereunder), please contact the Manager. The Subscriber understands that the information contained in this item may be disclosed to the Internal Revenue Service by the Platform and that any false statement contained in this item could be punished by fine, imprisonment or both.

Subscriber certifies that the taxpayer identification number being supplied herewith by 1. Subscriber is Subscriber's correct taxpayer identification number and that Subscriber is not subject to backup withholding under Section 3406 of the Code and the regulations thereunder?

Yes No

Subscriber certifies that Subscriber is not a "Non-U.S. person" or, if an entity, that Subscribing 2. entity is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined the Code and the regulations thereunder?

Yes No

If Subscriber's non-foreign status changes or if any other information in this item changes, 3. Subscriber agrees to notify the Manager within 30 days thereafter.

Yes No

G. **COMPLIANCE WITH THE USA PATRIOT ACT**

To comply with applicable anti-money laundering/U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") rules and regulations, you are required to provide the following information:

I. **Payment Information.**

1. Name of the bank from which your payment to the Company is being wired (the "Wiring Bank"): ______

- 2. Is the Wiring Bank located in the United States or another "FATF Country"??
 - Yes 🗌 No 🗌
- 3. Are you a customer of the Wiring Bank?

Yes 🗌 No 🗌

II. <u>Additional Information</u>.

The following materials must be provided to the Manager:

For Individual Investors

A government issued form of picture identification (e.g., passport or drivers license).

Proof of the individual's current address (e.g., current utility bill), if not included in the form of picture identification.

For Funds of Funds or Entities that Invest on Behalf of Third Parties Not Located in the United States or Other FATF Countries, please contact the Manager for additional documentation requirements.

For All Other Entity Investors

A certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (e.g., certificate of good standing).

If the prospective investor is a privately-held entity, a listing of the name of each person who directly, or indirectly through intermediaries, is the beneficial owner of 25% or more of any voting or non-voting class of equity interests of the prospective investor.

If the prospective investor is a trust, a listing of the current beneficiaries of the trust that have, directly or indirectly, 25% or more of any interest in the trust, the settlers or grantors of the trust, and the trustees.

H. INVESTMENT COMPANY AND "FLOW-THROUGH ENTITY" STATUS

Note: this question only to be completed by institutional investors.

On both the date hereof and the date on which the undersigned is admitted as a Member of a Series (after giving effect to the undersigned's acquisition of its Interest in a Series and the funding of all of its initial capital contribution), the undersigned is not and will not be either:

- 1. an "investment company" as that term is defined in Section 3(a) of the Investment Company Act; or
- 2. excluded from the definition of an "investment company" by the exceptions provided for in

² As of the date hereof, countries that are members of the Financial Action Task Force on Money Laundering (each an "FATF Country") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, Turkey, United Kingdom, and the United States. The list of FATF Countries may be expanded to include future FATF members and FATF countries, as appropriate.

Section 3(c)(1) or 3(c)(7) of the Investment Company Act.

True False *

* Note: If the answer is false, the Manager may require additional information regarding the undersigned and possibly its investors.

If (a) the beneficial owner of the Interest is to be a grantor trust, an S corporation, or a partnership ("*Flow-through Entity*") and (b) the Flow-through Entity's investment in the Platform represents greater than 40% of the value of the Flow-through Entity's total assets, then the Flow-through Entity represents that the number of beneficial owners that currently hold ownership interests in the Flow-through Entity is as follows:______, and the Flow-through Entity hereby undertakes to promptly notify the Platform of the amount of any change in such number.

I. WITHDRAWAL INSTRUCTIONS

In connection with future withdrawal requests from your Capital Account in the Series, please provide wire instructions indicating the account to which such withdrawal shall be remitted (must be to same account from which your initial contribution to the Platform was made unless otherwise agreed to by the Manager):

| Bank Name: | | |
|---------------|-------------|--|
| Bank Address: | | |
| | : | |
| Account Name: | | |
| | r: | |
| | it (F/B/O): | |

***SWIFT** required for a wire transfer to non-U.S. bank. Please contact your bank for more information.

J. ELECTRONIC DELIVERY AUTHORIZATION

The Platform, the Series and/or the Administrator acting on its behalf may make reports, statements, and other communications relating to the Platform and the Series and/or the investor's investment in the Series, including NAV information, subscription and redemption activity, annual and other updates of the Platform's or the Series' consumer privacy policies and procedures ("**Information**") available in electronic form, such as E-mail or by posting on a web site (with notification of the posting by E-mail). E-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. The Platform and the Administrator make no warranties in relation to these matters. The Administrator reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. If an investor has any doubts about the authenticity of an email purportedly sent by the Platform or the Administrator, the investor is required to contact the purported sender immediately. Do you consent to receive deliveries Platform Information from the Platform and the Administrator exclusively in electronic form without separate mailing of paper copies? Your consent to electronic delivery of such information may be revoked at any time upon written notice to the Platform and Administrator.

| Yes No | 0 |
|--------|---|
|--------|---|

In addition to the email address provided above, copies should be distributed to the following:

Additionally, the IRS issued Revenue Procedure 2012-17 (the "Revenue Procedure") on February 13, 2012, which requires a Platform to receive affirmative consent from its investors in order to deliver Schedule K-1s ("K-1s") electronically. This correspondence will provide you with a number of disclosures required under the Revenue Procedure. If after reading the below information you choose to have your K-1 delivered electronically, please return this consent form along with the subscription materials.

I consent to electronic delivery of Schedule K-1:

| Yes | No |
|-----|----|
|-----|----|

IMPORTANT DISCLOSURE INFORMATION:

1) If you do not consent to electronic delivery, you will receive a paper K-1 in the mail, which will be delivered to the address that we currently have on file.

2) Your consent to electronic delivery will apply to all future K-1s unless consent is withdrawn by you (see point 4 below).

3) If for any reason you would like a paper copy of your K-1 after you have consented to electronic delivery, you may submit a request via e-mail or in writing to:

4ALTS Platform, LLC Eighth Wave Pairs Strategy *Series* c/o Formidium Corp. 633 Rogers Street, Suite 106 Downers Grove, IL 60515 Tel: +1-630-828-3520 Fax: +1-630-642-5338 Email: <u>Investor.support@Formidium.com</u> Attn: Investor Services Department

Requesting a paper copy of your K-1 will not be treated as a withdrawal of consent.

4) If you would like to withdraw your consent to electronic delivery, you may submit a notice via e-mail or send a written request. Your consent is considered withdrawn on the date the Platform receives your written request to withdraw consent. The Platform will confirm the withdrawal and its effective date in writing. A withdrawal of consent does not apply to a K-1 that was e-mailed to you in accordance with the Revenue Procedure before the effective date of the withdrawal of consent.

5) The Platform will cease providing tax statements to you electronically if you provide a notice to withdraw consent, if you cease to be an investor, or if regulations change to prohibit the form of delivery.

6) If you need to update your contact information that we have on file, please e-mail the update to us.

7) We will notify you if there are any changes to the contact information of the Platform.

8) Your K-1 will be delivered to you in a PDF format. If you have opened this form, then you will be able to open your K-1. You may be required to print your K-1 and attach it to certain federal, state and local tax filings.

[END OF QUESTIONNAIRE]

SECTION 2 – SUBSCRIPTION AGREEMENT

4ALTS Platform, LLC Eighth Wave Pairs Strategy *Series* c/o Formidium Corp. 633 Rogers Street, Suite 106 Downers Grove, IL 60515 Tel: +1-630-828-3520 Fax: +1-630-642-5338 Email: <u>Investor.support@Formidium.com</u> Attn: Investor Services Department

Ladies and Gentlemen:

The undersigned investor hereby subscribes for a Membership interest in the Eighth Wave Pairs Strategy Series (the "*Series*") of 4ALTS Platform, LLC, a Delaware series limited liability company (the "*Platform*") and in consideration therefor hereby agrees to make a capital contribution in the amount of (minimum \$25,000, subject to discretion of Platform to accept lesser amount):

\$_____.00

[insert amount]

Such contribution is made upon the terms and conditions set forth herein, in the Platform's Confidential Private Placement Memorandum (the "*Memorandum*") and the Series Supplement to the Memorandum of the Eighth Wave Pairs Strategy Series (the "*Supplement*") and Series Operating Agreement (the "*Series Agreement*"), as such documents may be amended from time to time. Capitalized terms used and not defined herein shall have the meaning assigned to such terms in the Series Agreement. This subscription agreement (the "*Subscription Agreement*") shall become effective and binding upon the acceptance hereof by the Platform.

1. <u>Representations and Warranties</u>. In connection with the purchase of an interest in the Series of the Platform (an "*Interest*"), the undersigned hereby represents and warrants to the Series, the Platform, ARB Fund Management, LLC, as Manager of the Series of the Platform, and the Administrator, that:

(a) The Interest is being purchased for the undersigned's own account without the participation of any other person, with the intent of holding the Interest for investment and without the intent of participating, directly or indirectly, in a distribution of the Interests and not with a view to, or for resale in connection with, any distribution of the Interests, nor is the undersigned aware of the existence of any distribution of the Platform's securities.

The undersigned has evaluated the risk of investing in the Platform and a Series and is (b) acquiring the Interest based only upon its independent examination and judgment as to the prospects of the Platform as determined from information obtained directly by the undersigned from the Platform or its authorized representatives. The undersigned further acknowledges and agrees to the following: the Platform was formed under the provisions of Section 18-215(b) of the Delaware Limited Liability Company Act. Section 18-215(b) provides that if the provisions of that Section are complied with, the assets of each Series are shielded from the liabilities of any other Series. However, there is no guarantee that a bankruptcy court interpreting federal bankruptcy law would respect the provisions of the Delaware Limited Liability Company Act or the formalities of the Platform's series structure. Therefore, although the Manager has organized the Platform as a "series LLC" at least in part to guard against the risk that the assets of a Series would be used to satisfy the liabilities of another Series, if such other Series were to be unable to satisfy its creditors, any Series could, in fact, be called upon to satisfy those liabilities. Because certain of the Series may be leveraged there is a real risk of cross-liability among Series. The undersigned further agrees that it shall pursue any claim it may have in connection with its investment in the Series solely against the Series and not against any other series of the Platform or against the general assets of the Platform.

(c) The undersigned has accurately completed the "Accredited Investor Status" section of the Investor Questionnaire and has indicated how it qualifies as an "accredited investor" as defined in Securities and Exchange Commission Rule 501(a) of Regulation D (17 CFR 230.501(a)). Further, investors who are U.S. Persons are further limited to "qualified clients" as defined in rule 205-3 of the Advisers Act.

(d) If the Investor is a Plan or an IRA, it represents that it is aware that the Manager does not (i) act or represent that it is acting, in a fiduciary capacity to such investor and does not (ii) provide impartial "investment advice" or a recommendation that an investment in the Platform is suitable, advisable or appropriate for such an investor, whether generally or in light of such investors particular circumstances. Furthermore, such investor understands that the Manager has a financial interest in managing the Platform and its interests may conflict with the interests of such Plan or IRA investor. In making its investment decision, the Plan or IRA investor represents that it has relied on the (i) recommendation of a Plan Investment Fiduciary or (ii) its own examination of the Platform, the terms of the offering and the risks attendant with an investment in the Platform.

(e) The undersigned's overall commitment to investments which are not readily marketable is not disproportional to the undersigned's net worth, and the undersigned's acquisition of the Interest will not cause such overall commitment to become excessive.

(f) The Platform is an investment that involves a high degree of risk and the undersigned can sustain a substantial loss of this investment in the Platform. The undersigned is willing to bear the economic risk of investment in the Interest for the period of time stipulated in the withdrawal provisions of the Series Agreement.

(g) The address set forth on the signature page hereto is the undersigned's true and correct address.

(h) If the Investor is or would be an investment company as defined by the Investment Company Act, the Investor represents that but for the exceptions contained in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act, it recognizes that the Platform is restricted by law as to the number of beneficial owners of the Platform, and, that in determining the number of beneficial owners, it may be necessary to count the beneficial owners of the Investor if its Interest is greater than 10% of the outstanding Interests held by all Members. Accordingly, the Investor agrees to take whatever action is requested by the Platform to ensure that its Interest represents less than 10% of the total Interests held by all Members in a Series and expressly agrees that the Manager may require the Investor to withdraw at any time so much of its Capital Account in a Series as is necessary to keep such Interest in such Series below 10%.

(i) The execution and delivery of this Subscription Agreement by the undersigned has been duly authorized, and this Subscription Agreement constitutes the valid and binding agreement of the undersigned enforceable against the undersigned in accordance with its terms.

(j) No provision of any applicable law, regulation, or document by which the undersigned is bound prohibits the purchase of the Interest by the undersigned.

(k) Further Representations and Warranties by Investors Subject to ERISA.

(i) If the undersigned is a pension plan or retirement fund, no individual or employer participating directly or indirectly in the plan or the fund (collectively, the "*Plan*"), acting in his or its capacity as an individual or employer (recognizing that with respect to roll-over and similar accounts, the sole beneficiary may be acting in the capacity of Plan Investment Fiduciary, as defined below), can direct the investments of the Plan (or any pension plan participating in the Plan); the initial decision to invest assets of the Plan in the Platform has been made, and the decision to make subsequent investments of assets of the Plan in the Platform will be made, by a fiduciary of the Plan (unrelated to the Manager) (the "*Plan Investment Fiduciary*") acting in the exercise of its sole discretion to make such investment decisions, and such fiduciary has the authority and may, in its sole discretion, subsequently determine to withdraw such investment from the Platform and to invest such assets elsewhere;

the decision to invest assets of the Plan in the Platform was not, and any subsequent decision to withdraw assets from the Platform will not be, made pursuant to the direction of any individual or individuals participating in the Plan, and no individual or individuals participating in the Plan will determine whether or how much of their assets will be invested in the Platform; neither the employer nor any other person associated with the Plan shall have, or attempt to exercise, the power to influence or control the appointment or removal of the Manager, or any successor to any such person, the terms of the Series Agreement, the investment objectives, policies or restrictions of the Platform, and the investment or management decisions regarding the Platform; and neither the employer nor any other person associated with the Plan has made or will make any representation to individuals participating in the Plan that all or any specific portion of their contributions will be invested in the Platform. The undersigned acknowledges that it understands (and the Manager agrees) that neither the Manager nor any person acting on behalf of the Platform or the Manager will have any direct contact with individuals as such participating in the Plan regarding investment of contributions to the Plan.

(ii) All of the types of investments to be made by the Series as described in the Memorandum and Supplement are permitted under the terms of the Plan.

(iii) The undersigned is a named fiduciary, within the meaning of Section 402(a) of ERISA, of such Plan, and in accordance with Section 403 of ERISA, at least one signatory for the Plan hereunder is a "trustee" or "investment manager" of the Plan as defined in ERISA.

(iv) If the undersigned is an employee benefit plan or related partnership qualified under Section 401(a) or 501(a) of the Code, respectively, the person executing this Subscription Agreement on behalf of the undersigned represents that he or she and the Plan Investment Fiduciary have been informed of and understand the Platform's investment objectives, policies and strategies and that the decision to invest in the Platform and a Series is consistent with the provisions of the Code, ERISA, and the governing documents of the Plan and that he or she has the authority to execute this Subscription Agreement on behalf of the undersigned.

(v) The undersigned and/or the Plan Investment Fiduciary will provide to the Manager upon acceptance of this Subscription Agreement and from time-to-time thereafter upon reasonable notice a list of the parties in interest, as defined in ERISA Section 3(14), of the Plan.

(I) The Investor understands and agrees that the Platform prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any U.S. or international laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control³ ("**OFAC**"), as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure⁴, unless the Manager, after being specifically notified by the Investor in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank⁵ (such persons or entities in (i) – (iv) are collectively referred to as "**Prohibited Persons**").

³ The OFAC list may be accessed on the web at http://www.treas.gov/ofac.

⁴ Senior foreign political figure means 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. The immediate family of a senior foreign political figure typically includes the political 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 internationally 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 Foreign shell bank means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. A post office box or electronic address would not be considered a physical presence. A regulated affiliate means a foreign shell bank that: (1) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the

(m) The Investor understands that neither the Platform nor the Series will register as an investment company under the Investment Company Act, nor will it make a public offering of its securities within the United States. The Investor understands that each Series complies with Section 3(c)(1) of the Company Act, and, accordingly, the Interests in a Series may not be beneficially owned by more than 100 persons. If the Investor is an entity, the Investor represents that (i) it was not formed for the purpose of investing in the Series, (ii) it does not invest more than 40% of its total assets in the Series, (iii) each of its beneficial owners participates in investments made by the Investor pro rata in accordance with its interest in the Investor and, accordingly, its beneficial owners did not and will not contribute additional capital (other than previously committed capital) for the purpose of purchasing the Interests in the Series.

(n) If the Investor is a corporation, partnership, limited liability company, trust or other entity and is not an employee benefit plan (an "*Employee Benefit Plan*") as defined under the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*"), less than 25% of the value of each class of equity interests in the Investor (excluding from the computation interests of any individual or entity with discretionary authority or control over the assets of the Investor) is held by Employee Benefit Plans.

(o) If the Investor is a pension plan, IRA or other tax-exempt entity, it represents that it is aware that it may be subject to Federal income tax on any unrelated business taxable income from its investment in the Platform and the Series.

(p) If the Investor is a corporation, the Investor is duly and validly organized, validly existing and in good tax and corporate standing as a corporation under the laws of the jurisdiction of its incorporation with full power and authority to purchase the Interest and to execute and deliver this Subscription Agreement, and the Investor agrees to furnish to the Manager and/or the Administrator, upon request, documentation satisfactory to the Manager in the Manager's reasonable discretion and/or the Administrator in the Administrator's reasonable discretion, evidencing such organization, existence, standing, power and authority.

(q) If the Investor is purchasing in a representative or fiduciary capacity, the representations and warranties herein shall be deemed to have been made on behalf of the person or persons for whom the Investor is so purchasing, and the Investor agrees to furnish to the Manager and/or the Administrator, upon request, documentation satisfactory to the Manager in the Manager's sole discretion and/or the Administrator in the Administrator's discretion, supporting the truthfulness of such representations and warranties as made on behalf of such person or persons.

(r) the Investor covenants and agrees to provide promptly, and update periodically, at any times requested by the Manager and/or the Administrator, any information (or verification thereof) the Manager and/or Administrator deems necessary to comply with any requirement imposed by Sections 1471 through 1474 of the Code, and any U.S. Department of Treasury Regulations, forms, instructions or other guidance issued pursuant thereto in order to reduce or eliminate withholding taxes. The Investor acknowledges that if it fails to supply such information on a timely basis, it may be subject to a thirty percent (30%) U.S. withholding tax imposed on (1) U.S.-sourced dividends, interest and certain other income and (2) gross proceeds from the sale or other disposition of U.S. stocks, debt instruments and certain other assets. In addition, the Investor covenants and agrees to promptly provide, at any times requested by the Manager, any information (or verification thereof) the Manager deems necessary for any non-U.S. alternative investment vehicle to enter into an agreement described in Section 1471(b) of the Code, and any information required to comply with the terms of that agreement on an annual or more frequent basis. The Investor agrees to waive any provision of foreign law that would, absent a waiver, prevent compliance with such requests and acknowledges that, if it fails to provide such waiver, it may be required by the Manager to withdraw from any non-U.S. alternative investment vehicle if necessary to comply with Section 1471(b)(1)(F) of the Code. In addition, the Investor acknowledges that if it fails to supply such information on a timely basis, it may be subject to a thirty percent (30%) U.S. withholding tax imposed on (x) U.S.-sourced dividends, interest and certain other income and (y)

United States or a foreign country, as applicable; and (2) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank.

gross proceeds from the sale or other disposition of U.S. stocks, debt instruments and certain other assets. Furthermore, the Investor acknowledges that if its failure to comply with any requirement pursuant to this Section 1(q) results in any non-U.S. alternative investment vehicle being unable to enter into or comply with an agreement described in Section 1471(b) of the Code, the Investor will indemnify any non-U.S. alternative investment vehicle and its direct and indirect owners for any losses resulting from such failure. The Investor covenants to promptly notify the Manager and/or the Administrator in writing if the U.S. Internal Revenue Service terminates any agreement entered into with the Investor under Section 1471(b) of the Code or any information provided to the Manager and/or the Administrator pursuant to this Section 1(q) changes.

(s) The Investor (i) will provide any form, certification or other information reasonably requested by and acceptable to the Platform and/or the Administrator that is necessary for the Platform and/or the Administrator (A) to prevent withholding or qualify for a reduced rate of withholding or backup withholding in any jurisdiction from or through which the Platform receives payments or (B) to satisfy reporting or other obligations under the Code and the Treasury Regulations; (ii) will update or replace such form, certification or other information in accordance with its terms or subsequent amendments; and (iii) will otherwise comply with any reporting obligations imposed by the United States or any other jurisdiction, including reporting obligations that may be imposed by future legislation. The Investor understands and acknowledges that if Investor fails to provide any such form, certification or other information to Investor's Interests or withdrawal proceeds to ensure that such withholding is economically borne by Investor.

(t) All of the information provided by the Investor in the Investor Questionnaire and all of the representations, warranties and agreements set forth in this Subscription Agreement are true and accurate as of the date hereof and contain no omissions of material fact. Should the foregoing statement cease to be true in any respect, the undersigned will promptly notify the Platform and the Administrator.

2. <u>Acknowledgments</u>. The undersigned acknowledges:

- (a) Receipt of all information requested of the Platform, and further acknowledges that no representations or warranties have been made to the undersigned by the Platform, the Manager or any representative or agent of the Platform or Series, other than as set forth in the Memorandum, the Supplement and the Series Agreement.
- (b) That the undersigned must continue to bear the economic risk of the investment in the Platform for the period of time stipulated in the withdrawal provisions of the Series Agreement and recognizes that the Interests are being (i) sold without registration of securities for sale; (ii) issued and sold in reliance on exemptions from registration under applicable state securities laws; and (iii) issued and sold in reliance on certain exemptions from registration, including Regulation D, under the Securities Act.
- (c) That this subscription may be accepted or rejected in whole or in part in the sole discretion of the Manager.
- (d) The Manager reserves the right to refuse to make any withdrawal payment to an investor if the Manager suspects or is advised that the payment of any withdrawal proceeds to such investor might result in a breach or violation of any applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by the Platform with any such laws or regulations in any relevant jurisdiction.
- (e) That the undersigned is aware that the Interest may only be transferred with the Manager's prior consent, which may be withheld in the Manager's sole discretion, under the Series Agreement.
- (f) That the undersigned has received and carefully read and is familiar with the Series Agreement, Supplement and the Memorandum.

- (g) The undersigned is purchasing the Interest relying only on the information set forth in the corresponding Series Agreement, Supplement and Memorandum.
- (h) That there is not currently, nor is there expected to arise, any public market for the Interests, and the undersigned may have to hold the Interest indefinitely, and it may not be possible for the undersigned to liquidate its investment in the Interests other than by withdrawal as provided in the Series Agreement.
- (i) That the undersigned understands that the Members have no right to amend or terminate the Series Agreement or to appoint, select, vote for or remove the Manager or its agents or to otherwise participate in the business decisions of the Platform.
- (j) That pursuant to the Series Agreement, the Manager will exercise all rights, powers and privileges of ownership in all Platform property, including the right to vote, give assent, execute and deliver proxies, and that the Platform's proxy voting policies override the undersigned's proxy voting policies. The undersigned hereby adopts the voting policies of the Platform for purposes of its investment in the Platform.
- (k) The Investor recognizes that non-public information concerning the Investor set forth in this Subscription Agreement or otherwise disclosed by the Investor to the Platform and/or the Administrator, or other agents of the Platform (the "Information") (such as the Investor's name, address, social security number, assets and income) (i) may be disclosed to the Platform's Manager, attorneys, accountants and third party administrators in furtherance of the Platform's business and (ii) as otherwise required by law. The Platform and Manager restrict access to the Information to their employees who need to know the information to provide services to the Platform, and maintain physical, electronic and procedural safeguards that comply with U.S. federal standards to guard the information.
- (1) If any of the foregoing representations, warranties or covenants ceases to be true or if the Platform and/or the Administrator no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Platform, or the Administrator on its behalf, may be obligated to freeze the Investor's investment, either by prohibiting additional investments, declining or suspending any withdrawal requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Investor's investment may immediately be involuntarily withdrawn by the Platform, and/or the Administrator on its behalf, and the Platform and/or the Administrator may also be required to report such action and to disclose the Investor's identity to OFAC or other authority. In the event that the Platform and/or the Administrator is required to take any of the foregoing actions, the Investor understands and agrees that it shall have no claim against the Platform, the Manager, and/or the Administrator and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.
- (m) The discussion of the tax consequences arising from investment in the Platform set forth in the Memorandum is general in nature, may not address the tax consequences specific to the Investor and does not address all of the tax issues that may arise. The tax consequences to the undersigned of the investment in the Platform will depend on the undersigned's particular circumstances.
- (n) The Investor should not construe the contents of the Memorandum or a Supplement, or any prior or subsequent communication from the Manager or any of its respective agents, officers or representatives, as legal or tax advice. The Investor should consult his, her or its own advisors as to legal and tax matters concerning an investment in the Series.

- (o) If the Investor is a pension plan, IRA or other tax-exempt entity, it represents that it is aware that it may be subject to Federal income tax on any unrelated business taxable income from its investment in the Series.
- (p) If the Investor is an individual (as opposed to an entity), that the undersigned has received and reviewed the Platform's Privacy Notice, attached to the Memorandum.
- (q) That the Manager is relying on the information provided in the Investor Questionnaire and the agreements, representations and warranties set forth in this Subscription Agreement by the Investor as a basis for the Platform's eligibility to rely on certain exemptions from registration requirements discussed in the Memorandum.

3. <u>Agreements</u>. The undersigned hereby agrees as follows:

(a) If the undersigned's purchase of the Interest is accepted by the Manager, the undersigned Investor shall become a Member of one or more Series and in connection therewith, the undersigned shall adopt and be bound by all the terms and provisions of the Series Agreement, and any amendments thereto, including the prohibition on transfers of the Interest, and will perform all obligations therein imposed upon the undersigned with the respect to the undersigned's Interest.

(b) The Interest will not be offered for sale, sold or transferred other than in accordance with the corresponding Series Agreement and pursuant to (i) an effective registration under the Securities Act or in a transaction which is otherwise in compliance with the Securities Act; and (ii) evidence satisfactory to the Platform of compliance with the applicable securities laws of other jurisdictions. The Platform shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the above laws and may, if it so desires, refuse to permit the transfer of the Interest in a Series unless the request for the transfer is accompanied by an opinion of counsel acceptable to the Platform to the effect that neither the sale nor the proposed transfer will result in any violation of the Securities Act or the securities laws of any other jurisdiction.

(c) A legend indicating that the Interest has not been registered under such laws and referring to the restrictions on transferability and sale of the Interest may be placed on any certificate(s) or other document delivered to the undersigned or any substitute therefore and the Manager of the Platform and the Series or any transfer agent may be instructed to require compliance therewith.

(d) The undersigned hereby agrees that any representation made hereunder will be deemed to be reaffirmed by the undersigned at any time the undersigned makes an additional capital contribution to the Platform and the act of making such additional contribution will be evidence of such reaffirmation.

4. Indemnification. The undersigned understands the meaning and legal consequences of the representations, warranties and other agreements made by the undersigned herein, and that the Platform, a Series and Manager are relying on such representations and warranties in making their determination to accept or reject this subscription. The undersigned hereby agrees to indemnify and hold harmless the Platform, the Manager, the Administrator, and any agent, director, officer or employee thereof from and against any and all loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the undersigned contained in this Subscription Agreement. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; nothing in this Subscription Agreement shall constitute a waiver or limitation of any rights which the undersigned may have under applicable federal and state securities laws. If the undersigned is a Plan, this indemnification obligation in this Section 4 applies to the Plan's sponsor.

Nothing in the Series Agreement or the Private Placement Memorandum may be interpreted to limit or modify the Manager's fiduciary duty to the Members and does not waive any right or remedy a Member may have under federal or state securities laws. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith.

5. Effective Date of Contribution. The undersigned shall become a Member in the Platform as of a given date only to the extent that the Manager receives immediately available funds attributable to such contribution on such date and such funds are actually credited to the Platform.

6. <u>Governing Law</u>. This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Delaware and the Securities Act of the State of Delaware together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of such state without giving effect to any choice or conflict of law provisions or rules that would cause the application of the domestic substantive laws of any other jurisdiction.

7. <u>Jurisdiction</u>. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Subscription Agreement may be brought against any of the parties in the courts of the State of Delaware, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

8. <u>Signature and Confirmation</u>. The agreements and representations made by the undersigned herein extend to and apply to all of the capital contributions now or hereafter made to the Series by the undersigned. The signature by the undersigned shall constitute a confirmation by the undersigned that all agreements, representations and warranties made herein shall be true and correct as of the date hereof. If the undersigned is a Plan, the signature of its sponsor represents the sponsor's obligation to be bound by the provisions of Section 4 hereof.

SECTION 3 – INVESTOR SIGNATURE PAGE

| For Individuals: | For IRA Investors: |
|--|---------------------------------------|
| Signature of Investor | Signature of Trustee |
| Print Name: | Print Name: |
| | Trustee Tax ID: |
| Additional Signature (For Joint Investors) Print Name: | Subscription Date: |
| Subscription Date: | |
| For Investors other than Individuals: | For Plan Investors: |
| Legal Name of Investor | Name of Trustee or Investment Manager |
| Authorized Signature | Name of Plan Sponsor |
| Ву: | |
| Title: | By:
Print Name: |
| Subscription Date: | Subscription Date: |

THE INTERESTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR UNDER APPLICABLE STATE SECURITIES LAWS. SUCH INTERESTS ARE BEING OFFERED AND SOLD UNDER EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTIONS 4(2) AND 3(b) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER. ACCORDINGLY, THE INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY INVESTOR WITHOUT REGISTRATION OF THE SECURITIES UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS, OR IN A TRANSACTION WHICH IS EXEMPT FROM SUCH LAWS.

INVESTOR SIGNATURE PAGE (continued)

4ALTS PLATFORM, LLC Eighth Wave Pairs Strategy Series SERIES AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the ____ day of _____, 20_____.

| For Individuals: | For IRA Investors: |
|--|---------------------------------------|
| Signature of Investor | Signature of Trustee |
| Print Name: | Print Name: |
| Additional Signature (For Joint Investors) | Trustee Tax ID: |
| Print Name: | |
| For Investors other than Individuals: | For Plan Investors: |
| Legal Name of Investor | Name of Trustee or Investment Manager |
| Authorized Signature | Name of Plan Sponsor |
| Ву: | |
| Title: | Ву: |
| | Print Name: |

THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR UNDER APPLICABLE STATE SECURITIES LAWS. SUCH INTERESTS ARE BEING OFFERED AND SOLD UNDER EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTIONS 4(2) AND 3(b) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER. ACCORDINGLY, THE INTERESTS CANNOT BE RESOLD OR TRANSFERRED BY ANY INVESTOR WITHOUT REGISTRATION OF THE SECURITIES UNDER THE SECURITIES ACT AND APPLICABLE STATE LAWS, OR IN A TRANSACTION WHICH IS EXEMPT FROM SUCH LAWS.

APPENDIX A – FORM OF REQUEST FOR WITHDRAWAL FROM THE SERIES

4ALTS Platform, LLC Eighth Wave Pairs Strategy *Series* c/o Formidium Corp. 633 Rogers Street, Suite 106 Downers Grove, IL 60515 Tel: +1-630-828-3520 Fax: +1-630-642-5338 Email: <u>Investor.support@Formidium.com</u> Attn: Investor Services Department

Each investment in the Fund will be subject to a **one year lock up**, however, a Member will be permitted to make withdrawals of up to 10% of the investment amount as of the close of business on the last day of each calendar month or such other date as the Fund may determine in its discretion (each such date, a "*Withdrawal Date*") during the one year lock up period, *provided* the withdrawing investor notifies the Administrator not less than thirty (30) days in advance of the applicable withdrawal date (the "*Notice Period*") of its intent to make a withdrawal. After the one year lock up period for any investment, an investor will generally be permitted to make withdrawals of capital from the Fund as of a Withdrawal Date, *provided* the withdrawing investor notifies the Administrator within the Notice Period of its intent to make a withdrawals **are subject to those other terms and provisions outlined in the Supplement and Series Agreement.**

Re: 4ALTS Platform, LLC Eighth Wave Pairs Strategy *Series*, Request for Withdrawal

Dear Sirs:

Reference is made to the Series Agreement (as the same may be amended, supplemented or revised from time to time, the "*Series Agreement*")

All capitalized terms used but not defined herein shall have the meanings given to them in the Series Agreement. The undersigned is a Member in the Series and, pursuant to the terms of the Series Agreement, hereby requests to withdraw the following amount from the undersigned's Capital Account in the Series as of the next Withdrawal Date and to receive the proceeds thereof as directed below:

(Check one)

(____% of the Member's Capital Account); or
 (in the amount of \$_____).

If the undersigned is requesting a withdrawal of less than all of its Series Capital Account, the undersigned must withdraw no less than as described in the Supplement. In the event that after giving effect to such withdrawal, the balance of the Series Capital Account would be less than required in the Supplement and the Manager does not waive the minimum Series Capital Account balance, please:

(Check one)

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disregard this Request for Withdrawal;

reduce the requested withdrawal amount to an amount such that the balance of the Capital Account of such Series would be as required in the Supplement after giving effect to the withdrawal; or

withdraw all of the remaining balance of such Series Capital Account on such Withdrawal Date.

Payment is to be made by wire transfer (please specify the following information):

WIRE DETAILS

| Bank N | | |
|-------------|---|--------|
| Bank A | ddress: | |
| Accoun | SWIFT: | |
| Accoun | t Number: | |
| | her credit (F/B/O): | |
| withur | awal Date: | |
| INDI | <u>VIDUAL(S)</u> : | |
| (Signa |
ature of Member) | Dated: |
| Print N | lame: | |
| | | |
| | | Dated: |
| Print I | Name: | |
| <u>ENTI</u> | <u>[Y</u> : | |
| Legal | Name of Investor | |
| By: | | |
| | (Signature of Authorized Signatory) | Dated: |
| _ | (Print Name and Title of Signatory) | |
| By: | (Signature of Required Authorized Co-Signatory, if any) | Dated: |
| | (Print Name and Title of Co-Signatory, if any) | |
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| FOR U | SE BY THE PLATFORM ONLY | |
| | | |

| Withdrawal Request has been | : 🗌 Ad | ccepted | Accepted in Part | Rejected | |
|-----------------------------|--------|---------|------------------|----------|---|
| Withdrawal Amount: US\$ | | | | | |
| Withdrawal Date: | | | | | |
| Completion Notice Sent: | | YES | NO | Dated: | _ |

APPENDIX B – ADDITIONAL SUBSCRIPTION REQUEST

4ALTS Platform, LLC Eighth Wave Pairs Strategy *Series* c/o Formidium Corp. 633 Rogers Street, Suite 106 Downers Grove, IL 60515 Tel: +1-630-828-3520 Fax: +1-630-642-5338 Email: <u>Investor.support@Formidium.com</u> Attn: Investor Services Department

Re: 4ALTS Platform, LLC – Eighth Wave Pairs Strategy *Series*, Request for Additional Subscription

Dear Sirs:

Reference is made to the Series Agreement (as the same may be amended, supplemented or revised from time to time, the "*Series Agreement*") of 4ALTS Platform, LLC, a Delaware series limited liability company (the "*Platform*"). All capitalized terms used but not defined herein shall have the meanings given to them in the Series Agreement.

The undersigned is a Member in the Series of the Platform and, pursuant to the terms of the Series Agreement, hereby requests to make an additional capital contribution of at least \$10,000 to the Series in the amount(s) indicated below. The undersigned acknowledges that subscription amounts will be credited to the Series on the first business day of the next applicable subscription period as set forth in the Supplement, or as otherwise determined in the Manager's sole discretion.

The undersigned submits the following subscription amount:

\$ _____

Subscription Date: _____

THE UNDERSIGNED AGREES TO NOTIFY THE PLATFORM AND THE ADMINISTRATOR PROMPTLY SHOULD THERE BE ANY CHANGE IN ANY OF THE FOREGOING INFORMATION.

WIRE INSTRUCTIONS

| Bank: | BMO Harris Bank NA |
|-----------------|--|
| Bank Address: | 111 West Monroe Street, |
| | Chicago, IL 60603 |
| ABA No.: | 071000288 |
| SWIFT code: | HATRUS44 |
| Account Name: | Eighth Wave Pairs Strategy Series of 4Alts Platform, LLC |
| Account Number: | 2470755 |
| Reference: | [Investor's Name] |

You must wire the payment from an account in your name. If you are not wiring your payment from a bank located in a FATF Country you must contact the Administrator for further instructions prior to wiring your payment, which may result in a delay in your subscription.

- 1. Please have your bank identify your name on the wire transfer.
- 2. The Manager of the Platform recommends that your bank charge its wiring fee separately so that the full amount you have elected to invest may be invested in the Platform.

Furthermore, the undersigned reaffirms as of the date hereof all of the representations, warranties and acknowledgements previously made in the Subscription Agreement executed by the undersigned.

INDIVIDUAL(S):

| | Dated: |
|--|--------|
| (Signature of Member) | |
| Print Name: | |
| (Co-signature, if any) | Dated: |
| Print Name: | |
| ENTITY: | |
| Legal Name of Investor | |
| _ | |
| By:(Signature of Authorized Signatory) | Dated: |
| (Print Name and Title of Signatory) | |

AGREEMENT OF CUSTODIAN OF INDIVIDUAL RETIREMENT ACCOUNT (if applicable)

The undersigned, being the Custodian of the above named individual retirement account, hereby accepts and agrees to this additional contribution.

| Print Name and Title of Authorized Signatory | Name of Custodian (Print) |
|--|--|
| By:
Signature of Authorized Signatory | Name of underlying beneficiary (Print) |
| Phone: | Email: |
| | |
| | |
| FOR USE BY THE PLATFORM ONLY | |
| Additional Contribution has been: 🗌 Accepted | Accepted in Part Rejected |
| Additional Contribution Amount: US\$ Completion Notice Sent: I YES I | NO Dated: |
| | |

APPENDIX C – DUE DILIGENCE AND IDENTIFICATION REQUIREMENTS FOR INVESTORS

You **must** return with your signed and completed subscription application legible copies of the following documents, as applicable:

FOR INDIVIDUALS

- Copy of biography page (with photo) of subscriber's unexpired passport or copy of driver's license or other government-issued identify document showing a photo of the individual as well as their full name and birthdate;
- Proof of subscriber's current address (e.g., current utility bill dated within the last 2 months);
- Together these documents shall be referred to as the "Individual Verification Documentation".

FOR CORPORATIONS

- Memorandum of Association or Articles of Incorporation, or ByLaws (or other equivalent documentation);
- Copy of the certificate of incorporation/certificate of trade or the equivalent and any change of name certificate, if applicable;
- Evidence of the Corporation's registered address;
- Certificate of Incumbency; and
- Individual Verification Documentation is required of the following:
 - At least two of the authorized signatories (Individual Verification Documentation already supplied pursuant to directors and beneficial owners can count towards this requirement if the directors or beneficial owners are authorized signatories)
 - All directors of the corporation who:
 - Own 10% or more of the corporation;
 - are authorized to execute any and all documents in connection with this investment or from whom the Administrator will accept instructions in relation to the fund; or
 - are politically exposed persons
 - Beneficial owners, who own 10% or more of the corporation, and any other principal controller of the Corporation (unless the owner or controller is a company quoted on a recognized stock exchange or is a subsidiary of such a company, in which case please insert name of the Stock Exchange here). Where the owner is another corporate entity or trust, the identity of the underlying beneficial owners or settlors must be ascertained and Individual Verification Documentation attached;

FOR PARTNERSHIPS

- The partnership agreement;
 - Certificate of formation, if any;
 - Specimen signatures of all partners authorized to execute all necessary documents in connection with the partnership's investment;
 - Individual Verification Documentation of all partners in the Partnership that own an interest of 10% or more in the partnership and any other principal controller of the Partnership; and
 - Evidence of the trading address of the partnership.

FOR TRUSTS

- The Trust Agreement;
- List of names of all of the Trustees containing the current address of such Trustees (if not listed in the Trust Agreement);
- Specimen signatures of all Trustees authorized to execute all necessary documents in connection with the Trust's investment in the partnership (if not listed in the Trust Agreement); and
- Individual Verification Documentation for all trustees, settlors, and beneficiaries. Where any of these are corporate entities or partnerships, additional verification documentation will be required.

Note: Your subscription application will not be deemed complete until all of the required documentation listed above is received by the Administrator. Upon approval of your subscription and verification of your identity, you will receive confirmation of the Interest purchased. If the

subscription is not accepted, payment will be returned to you. The Manager (or the Administrator acting on its behalf) reserves the right to request additional information, to request that you update your information if it is determined that your information is outdated, and to waive any informational requirement above.

APPENDIX D – CUSTODIAN ACKNOWLEDGEMENT FORM

[CUSTODIAN'S LETTERHEAD]

4ALTS Platform, LLC Eighth Wave Pairs Strategy *Series* c/o Formidium Corp. 633 Rogers Street, Suite 106 Downers Grove, IL 60515 Tel: +1-630-828-3520 Fax: +1-630-642-5338 Email: <u>Investor.support@Formidium.com</u> Attn: Investor Services Department

Dear Sirs:

Custodian Acknowledgment

We hereby acknowledge that we are the Custodian of record for the self-directed Individual Retirement Account ("**IRA**") indicated below:

Name of the individual who established the IRA: _____

Legal name of IRA account: _____

IRA account number: ______

Name of Custodian:

Please send statements and other information relating to the account to:

[Custodian Contact Information] Name: Mailing Address: Telephone: Facsimile: Email Address: Acknowledged: [NAME OF CUSTODIAN]

By: Title: Date: