

CONFIDENTIAL
Subscription / Joinder Notification



NBTA**ECOM**
FUND 1

www.NBTAEF.com | info@nbtecha.com | (949) 204-0288

120 Newport Center Dr, Ste 40, Newport Beach, CA, 92660

NBTA ECOM FUND 1, LLC

RE: Subscription / Joinder Notification for NBTA ECOM FUND 1, LLC (NBTAEF1)

Enclosed please find the subscription documentation for the fund's membership allocation/subscription in **NBTA ECOM FUND 1, LLC (NBTAEF1)** as follows:

As you know this is a 60-month program with a 18% annual fixed-rate rate program. There are three notable features that are inherent in the program.

1. A redemption option every 12-months
2. A reinvestment option, and
3. A quarterly plan for distributions

Your private placement memorandum has defined the details relating to the various representations and warranties of the program, and we are always here to further discuss the program and these features as you direct.

Relative to the disbursement plan for the fund, your managing member will cause the assets of the fund to be billed, settled, and collected. Settlement revenue will be accounted for, and then the quarterly payments will be disbursed to you following the end of each quarter period.

Congratulations on being a part of the fund, we thank you very much for the trust and confidence you have placed in our project and our team.

Sincerely,

Savanna Spieckerman

Savanna Spieckerman
Fund Manager
NBTA ECOM FUND 1, LLC (NBTAEF1)
www.nbtaef.com
120 Newport Center Dr, Suite 40, Newport Beach, CA, 92660



SUBSCRIPTION AGREEMENT FOR NBTA ECOM FUND 1, LLC
a Wyoming Limited Liability Company

This document should be read and responded to in its entirety.

1. Subscription for Units.

- a. The undersigned subscriber ("undersigned" or "Subscriber") hereby subscribes for the purchase of Class B Units (the "Units") in NBTA ECOM FUND 1, LLC a Wyoming Limited Liability Company (the "Company") with an office in California and operations in Arizona and Wyoming, at a price of \$50,000 per Unit. The "Total Capital Commitment" of the undersigned is outlined in the offering documents.
- b. Total capital commitment shall be paid by check or wire payable to NBTA ECOM FUND 1, LLC.

Wire Instructions:

Bank: Wells Fargo

Bank Address: 5 Corporate Plaza Dr, Newport Beach, CA 92660

Business Account Name: NBTA ECOM FUND 1, LLC

Business Address: 120 Newport Center Dr, Newport Beach, CA, 92660

Account Number: 6499658638

Routing Number: 121042882

International: WFBIUS6S

FBO: MEMBER NAME / NBTA F1

- c. Subscriber shall deliver to the Company together with this Subscription Agreement (this "Agreement"), a Joinder to the Company's Limited Liability Company Operating Agreement attached hereto as Exhibit A (the "Joinder to Operating Agreement"), pursuant to which Subscriber shall become a party to the Company's Limited Liability Company Operating Agreement (the "Operating Agreement"), a copy of which is attached to the PPM (as defined below). Upon acceptance of Subscriber's subscription hereunder, Subscriber shall become a Member of the Company and shall be bound by all of the terms, provisions and conditions of the Operating Agreement.
- d. Except as provided under State securities laws, this subscription is irrevocable, but the undersigned's execution and delivery of this Agreement will not constitute an agreement between the Company and the undersigned until this Agreement is accepted on behalf of the Company and, if not so accepted, the undersigned's subscription and the undersigned's obligations under this Agreement will terminate. The undersigned understands and agrees that there is no minimum amount of subscriptions that the Company must receive from investors before the Company may accept the undersigned's subscription and that the Company has the right to accept the undersigned's subscription without regard to subscriptions made by other investors, including if there are no other investors in this offering.
- e. The undersigned will furnish to the Company a true and correct copy of:
 - i. If the subscriber is a corporation, the articles of incorporation and by-laws,



- and a copy (certified by the secretary or other authorized officer) of an appropriate corporate resolution authorizing this specific investment;
- ii. If the subscriber is a partnership, the partnership agreement (or evidence of due authorization to make this specific investment);
 - iii. If the subscriber is a limited liability company, the articles of organization and operating agreement (or other evidence of due authorization to make this specific investment);
 - iv. If the subscriber is a trust, the trust agreement (or other evidence of due authorization to make this specific investment, which evidence must be acceptable to the Company and its counsel); and
 - v. If the subscriber is any other type of legal entity, the organizational and governing documents of such entity, together with evidence of due authorization to make this specific investment.
- f. Investor Questionnaire. The undersigned agrees to complete and sign the Investor Questionnaire in the form of Exhibit A-1 and return such document to the Company together with this Agreement.
 - g. Capitalized terms used in this Agreement which are not otherwise defined herein shall have the meaning ascribed to them in the Company's Operating Agreement.
2. Representations and Warranties of Subscriber. Subscriber hereby represents and warrants to the Company and the Company's Manager as follows, with the understanding that the Company and the Manager intend to rely on such representations and warranties in permitting the undersigned to invest in the Company:
- a. The undersigned (either alone or with its advisers, if any) has carefully reviewed the Company's Private Placement Memorandum ("PPM" or "Offering") dated March 20, 2024, including, without limitation, the risk factors and risks of and other considerations relating to, investment in the Company and has, either alone or with an investment adviser with whom the undersigned has consulted, the knowledge and experience in financial and business matters generally, to be capable of evaluating the merits and risks of an investment in the Company and of making an informed investment decision. The undersigned is able to bear the economic risk of the loss of the undersigned's investment in the Company, including the loss of its entire investment.
 - b. The undersigned (either alone or with its advisers, if any) has had the opportunity to ask and have answered any questions concerning financial, business or other information with respect to the Company and with respect to the merits and risks of investment in the Company, and the Company has given complete and satisfactory answers to all inquiries that the undersigned and its advisers, if any, have put to them concerning the matters listed above.
 - c. The undersigned has not been formed, reformed or recapitalized for the specific purposes of purchasing the Units, unless the undersigned has otherwise informed the Company.
 - d. The undersigned is not, and does not act on behalf of, (i) an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974; (ii) a plan described in Section 4975(e) of the Internal Revenue Code of 1986, as amended; or (iii) an entity whose underlying assets includes plan assets by reason of a plan's investment in the entity.
 - e. Neither the Company nor the Manager, nor any of their respective affiliates or vendors, has guaranteed, or is guarantying, the success of, or any return from, the



Company.

- f. The undersigned (if a natural person) is twenty-one (21) years of age or over.
- g. The undersigned initially learned of this offering through a direct communication, and was never presented or solicited by any lead, public promotional meeting, newspaper or magazine article, radio or television announcement or any other form of general advertising or solicitation regarding this offering.
- h. The undersigned, if subscribing for Units in a representative or beneficiary capacity, has full power and authority to execute and deliver this Agreement on behalf of the subscribing individual, company, trust, corporation or other entity for whom the undersigned is subscribing for Units, and such individual, company, trust, corporation or other entity has full rights and power to perform pursuant to such Agreement and to become a member of the Company pursuant to the Operating Agreement. Trustees, corporate officers, agents or other persons acting in a representative capacity must furnish, along with this Agreement, (i) evidence acceptable to the Company, that they have the power and authority to subscribe for and purchase Units and to execute this Agreement and the Operating Agreement, (ii) for a corporation, a certified copy of a resolution of its board of directors authorizing the purchase of Units, or (iii) copies of the agreement, trust agreement (including family trust agreements), power of attorney, or other documents pursuant to which such persons act in representative capacity.
- i. If the Units are being acquired jointly by more than one person or entity and such acquisition is permitted by the Operating Agreement, all such persons or entities have a previously existing financial relationship.
- j. THE UNDERSIGNED UNDERSTANDS THAT THE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "1933 ACT") OR WITH ANY STATE AND, THEREFORE, CONSTITUTE RESTRICTED SECURITIES AND CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE 1933 ACT OR STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE; THAT THE TRANSFER OF THE UNITS IS RESTRICTED BY THE TERMS OF THE OPERATING AGREEMENT; THAT ANY DISPOSITION OF THE UNITS MAY PROVOKE UNFAVORABLE TAX CONSEQUENCES; AND THAT THE COMPANY DOES NOT HAVE ANY INTENTION OF AND IS NOT UNDER ANY OBLIGATION TO REGISTER THE UNITS UNDER THE 1933 ACT OR ANY STATE LAW OR TO COMPLY WITH ANY EXEMPTION AVAILABLE TO PERMIT THE UNDERSIGNED TO SELL THE UNITS WITHOUT REGISTRATION.
- k. The undersigned is purchasing the Units for investment for its own account and without the intent of participating, directly or indirectly, in a distribution of the Units, and not with a view to, or for resale in connection with, any distribution of the Units, or any portion thereof, in violation of law.
- l. The undersigned understands that all or any portion of the Units (or any interest or participation therein) purchased by the undersigned may not be reoffered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of at any time except as permitted by law, including, without limitation, any and all applicable provisions of this Agreement, the Operating Agreement and any regulations under the 1933 Act (or any rules or regulations promulgated thereunder) and any applicable state securities laws or regulations. The undersigned agrees not to offer for sale, resell, assign, transfer, pledge, encumber or otherwise dispose of the Units



- (or any interest or participation therein) (i) except pursuant to a registration statement which has been declared effective under the 1933 Act and applicable state securities laws or (ii) unless, prior to such transfer, the undersigned delivers to the Company an opinion of counsel, in form and substance reasonably acceptable to the Manager, to the effect that such transfer is not required to be registered under the 1933 Act or, if applicable, qualified under applicable state securities laws.
- m. The undersigned understands that the Company has no previous financial or operating history and that this is a speculative investment that includes a risk of loss of the undersigned's entire investment in the Company. The undersigned has evaluated the risks of investing in the Company and, based on information provided by the Company and the undersigned's independent examination and judgment (either alone or with its advisers, if any), has determined that this is a suitable investment for the undersigned.
 - n. Neither the Company nor the Manager or any of its affiliates have advised or provided the undersigned with any information or guidance as to the federal and/or state income tax implications and/or risks associated with an investment in the Units. The Company has specifically advised the undersigned to consult its personal tax advisor regarding such implications and risks. The undersigned understands that the income tax benefits, if any, which may be available to the undersigned may be lost through adoption of new laws, amendments to existing laws or regulations, or changes in the interpretation of existing laws and regulations.
 - o. The undersigned understands that no federal or state agency has reviewed or approved this offering or has made any findings as to the fairness of its terms.
 - p. The undersigned recognizes that the Company is a start-up company with a very limited financial and operating history and that an investment in the Units involves substantial risks (including but not limited to those risk factors described in the PPM, and the undersigned has taken full cognizance of and understands all of such risks. The undersigned acknowledges and understands that any financial projections that may have been provided to it are based upon assumptions of future operating results developed by the Company. The undersigned acknowledges and understands that the financial projections, therefore, merely represent an estimate by the Company of future results that they hope can be achieved by the Company based upon assumptions as to certain events (many of which are beyond the Company's control). The undersigned further acknowledges and understands that no assurances or representations can be given that the actual results of the operations will conform to the projected results for any or all of the indicated years. The undersigned also acknowledges and understands that it will be one of a number of investors in the Company, that its investment interest may be diluted by subsequent investors, and that, as a minority investor, its ability to control or influence the Company will be limited.
 - q. The undersigned has a preexisting relationship with either the managers, officers, directors, employees or agents of the Company, or if no such relationship exists, the undersigned satisfies the conditions set forth in both subparagraphs "t" and "z" of this Paragraph 2.
 - r. The undersigned is a sophisticated investor ("Sophisticated Investor"), in that it has knowledge and experience in financial and business matters sufficient to evaluate the merits and risks of an investment in the Units. If the undersigned does not have



such knowledge and experience, it has consulted with its personal financial or business representative and has obtained such knowledge and experience through such consultations. The undersigned acknowledges it must continue to bear the economic risk of its investment in the Company for an indefinite period.

- s. Except as otherwise expressly provided in the Operating Agreement and other agreements of even date herewith, if any, neither the Company nor the Manager, nor any of its agents, employees or a affiliates, have represented, guaranteed, or warranted to the undersigned, expressly or implicitly, any of the following: (i) that the undersigned will or will not remain as owner of the Units for an exact or approximate length of time prior; (ii) that a percentage of profit and/or amount or type of consideration will be realized as a result of this venture; (iii) that past performance of the Company or of any other venture of the Manager or other person, including, without limitation, the Manager's officers, directors, employees or agents, is any indication of future performance of the Company; or (iv) that any specific tax benefits will accrue as a result of an investment in the Company.
- t. The undersigned has not directly or indirectly paid any fee, commission or other remuneration for solicitation of this particular investment.
- u. The undersigned is a resident of the State of California, unless the undersigned has otherwise informed the Company.
- v. The undersigned is aware that the Manager's affiliate will receive compensation from the Company in connection with the operation of the Company as provided in the Operating Agreement and the PPM.
- w. The undersigned is aware that the interests of the undersigned may be inconsistent in some respects with the interests of other parties, including, without limitation, the Manager and other members of the Company.
- x. The undersigned (nor any constituent member of the undersigned) is not (and will not) become a "Person" described by Section 1 of the Anti-Terrorism Executive Order 13,224 of September 23, 2001 blocking property and prohibiting transactions with Persons who commit, threaten to commit, or support terrorism, 66 Fed. Reg. 49,049 (2001), or described in any rule or regulation implementing the same and, to the best knowledge and belief of the undersigned after due and adequate diligence, the undersigned (nor any constituent member of the undersigned) engages or will engage in any dealings or transactions, or be otherwise associated with, any such Persons.
- y. The undersigned (and all constituent members of the undersigned) are in compliance, and will remain in compliance, with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA Patriot Act").
- z. The undersigned has not been furnished with any oral representation or oral information in connection with the Offering of the Units by the Company. No representations or warranties have been made to the undersigned by the Company, or any officer, manager, employee, agent, affiliate or subsidiary of the Company, other than the representations of the Company contained in the PPM, and in subscribing for the Units, the undersigned is not relying upon any representations other than those contained in this Subscription Agreement and the PPM.

3. Further Agreements. The undersigned has been advised that:

- a. This subscription may be accepted or rejected in whole or in part by the Company



in its sole and absolute discretion. Accordingly, the Company may accept this subscription but reduce the undersigned's Total Capital Commitment to an amount acceptable to the Company, in its sole and absolute discretion.

- b. The undersigned acknowledges and agrees that he, she or it is not entitled to cancel, terminate or revoke this subscription or any agreements of the undersigned under this Agreement, and that this Agreement shall survive the death, incapacity, bankruptcy and dissolution or termination of the undersigned.
 - c. The undersigned certifies under penalty of perjury, that (1) unless the undersigned has otherwise advised the Company in writing, the undersigned is a United States citizen or domestic corporation, Company, trust or estate for Federal income tax purposes; (2) the Social Security or Taxpayer Identification Number set forth above is correct, or the undersigned has applied, or will apply, for such a number and will provide it to the Company within 60 days after the execution hereof, and (3) the undersigned is not subject to backup withholding unless he has indicated otherwise to the Company.
4. **Acknowledgement.** The undersigned understands the meanings and legal consequences of the representations and warranties contained in Section 2 of this Agreement and hereby warrants and represents as to the accuracy and truthfulness of the information in the completed Investor Questionnaire attached hereto as Exhibit A-1, and acknowledges that the Company and the Manager are relying on such representations and warranties in issuing the Units without registration under Federal and state laws.
 5. **Transferability of Agreement.** The undersigned may not, and agrees not to, transfer or assign its rights under this Agreement or any of its interest herein. After the Closing of the Offering, each Member's right to assign or transfer Units will be governed by the Company's Operating Agreement.
 6. **Power of Attorney.** The undersigned, desiring to become of Member of the Company, by executing this Agreement, hereby appoints the Manager, or any of its officers (and any substitute or successor manager of the Company or any officer thereof or the Company), with full power of substitution, each acting individually, as the under signed's true and lawful representative and attorney-in-fact, in the undersigned's name, place and stead:
 - a. To receive and pay over to the Company on behalf of the undersigned, to the extent set forth in the Operating Agreement, all funds received hereunder;
 - b. To complete or correct, on the undersigned's behalf, all documents to be executed by the undersigned in connection with the undersigned's subscription for Units including, without limitation, filling in or amending amounts, dates and other pertinent information;
 - c. To execute and sign, on behalf of the undersigned, the Operating Agreement; and
 - d. To make, execute, sign, acknowledge, swear to and file: (i) any and all instruments, certificates, and other documents which may be deemed necessary or desirable to effect the winding-up and termination of the Company, (ii) any business certificate, fictitious name certificate, amendment thereto, or other instrument, agreement or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Company, or required by any applicable federal, state or local law, (iii) any duly adopted amendment to and/or restatement of the Operating Agreement, and (iv) all other filings with agencies of the federal government, or any state or local government, or of any other jurisdiction, which the Company considers necessary or desirable to carry out the purposes of the Operating Agreement, and the business of the Company. The power of attorney hereby



granted by the undersigned is coupled with an interest, is irrevocable, shall survive any transfer of the undersigned's Units in the Company and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetence, termination, bankruptcy, insolvency or dissolution of the undersigned.

7. Miscellaneous

- a. All notices or other communications given or made under this Agreement or under the Operating Agreement shall be made in the manner provided for in the Operating Agreement, using the addresses set forth above with respect to the undersigned.
- b. This Agreement shall be construed in accordance with and governed by the laws of the state of Wyoming, without regard to the choice of law provisions of that State. The sole and exclusive venue for any disputes concerning this Agreement shall be within the County of Orange County, and subscriber hereby consents to personal jurisdiction in said county.
- c. Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, company, trust or other legal entity whenever the context so requires.
- d. This Agreement and the Operating Agreement constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a written instrument executed by the parties hereto.
- e. In the event that any provision of this Agreement, or the application thereof to any person or to any circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement, and the application of such provisions other than the ones deemed invalid, unenforceable, or unlawful, shall not be affected thereby, and each remaining provision hereof shall continue to be valid and may be enforced to the fullest extent permitted by law.
- f. If the Company or the undersigned obtains a judgment against the other in connection with a dispute arising under or in connection with this Agreement, such party shall be entitled to recover its court costs, and reasonable attorneys' fees and disbursements incurred in connection therewith and in any appeal or enforcement proceeding thereafter, in addition to all other recoverable costs.
- g. To the fullest extent permitted by law, the undersigned shall indemnify and hold harmless the Company and its investors, managers, officers, directors, employees and/or control persons, from and against all claims, demands, suits, actions, proceedings, losses, costs, damages and liabilities (including, but not limited to, court costs and reasonable attorneys' fees) arising or resulting from, or attributable to, any breach of the representations and warranties set forth in Section 2 of this Agreement, or in any other document furnished by the undersigned to any of the foregoing parties, or any claim made by a third party that if true would constitute any breach of the representations and warranties set forth in Section 2 of this Agreement, or in any other document furnished by the undersigned to any of the foregoing parties.



EXHIBIT A

JOINDER TO OPERATING AGREEMENT

(SUBSCRIBER TO READ AND SIGN THE SIGNATURE PAGE)



JOINDER AGREEMENT
TO LIMITED LIABILITY COMPANY AGREEMENT

THIS JOINDER AGREEMENT TO OPERATING AGREEMENT OF NBTA ECOM FUND 1, LLC, a Wyoming limited liability company (this "Agreement") is executed and delivered by the Investor and is effective as of the date hereof. All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Operating Agreement of NBTA ECOM FUND 1, LLC dated as of October 1, 2023, as amended, by and among the Class A Members of the Company as defined therein (the "Operating Agreement").

WHEREAS, Investor desires to purchase Class B Units, each representing a Class B membership interest of the Company (a "Member's Interest"), pursuant to that certain Subscription Agreement between the Company and the Investor;

WHEREAS, in connection with the purchase of the Member's Interest, Investor must, among other things, become a party to the Operating Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Investor hereby acknowledges and agrees with the Company that he is a signatory and party to the Operating Agreement as of the date hereof and thus subject to all terms and conditions of the Operating Agreement applicable to each Class B Member of the Company.



EXHIBIT A-1

(SELF-CERTIFICATION OF ACCREDITED INVESTOR STATUS)



DIRECTORY

<p>Registered Office: NBTA ECOM FUND 1, LLC 120 Newport Center Dr, Ste 40 Newport Beach, CA, 92660</p>	<p>Banking: Wells Fargo 5 Corporate Plaza Dr Newport Beach, CA 92660</p>
<p>Fund Manager: NB Tech Acquisitions Corp 120 Newport Center Dr Newport Beach, CA, 92660</p>	<p>Purchasing Agent: Appointed by NB Tech Acquisitions Corp 120 Newport Center Dr Newport Beach, CA, 92660</p>
<p>Sponsor / Compliance: NB Tech Acquisitions Corp 120 Newport Center Dr Newport Beach, CA, 92660</p>	<p>Operations: Appointed by NB Tech Acquisitions Corp 120 Newport Center Dr Newport Beach, CA, 92660</p>
<p>Director, Co-founder, Chief Operating Officer: Eric Liboiron 120 Newport Center Dr Newport Beach, CA, 92660</p>	<p>Director, Co-founder, Managing Member and Compliance Officer: Savanna Spieckerman 30 N Gould St, Ste N Sheridan, WY 82801</p>
<p>Outside Legal Counsel: The Law Office Of Stephen Joseph Laskero 3451 Via Montebello, Ste 192-409 Carlsbad, CA 92009</p>	<p>Tax Accountant Dewey Dufrene 8814 Ste Veterans Memorial Blvd, Ste 3-305 Metairie, LA 70003-5264</p>
<p>Transfer Agent: Colonial Stock Transfer 7840 S, 700 E Sandy, UT 84070</p>	<p>Investment Management Platform: Colonial Stock Transfer 7840 S, 700 E Sandy, UT 84070</p>

