

# ARKAY ZERO PROOF LLC

## SUBSCRIPTION AGREEMENT (CLASS C UNITS)

**Effective Date:** April 1, 2026

### 1. Offering

ARKAY ZERO PROOF LLC (the “Company”) is offering Class C Membership Units (the “Units”) pursuant to Rule 506(c) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”).

### 2. Subscription Price

The purchase price per Class C Unit is **\$5.00 per Unit**.

### 3. Investment

Number of Units: \_\_\_\_\_

Total Investment (USD): \_\_\_\_\_

The Investor hereby subscribes to purchase the Units indicated above.

### 4. Representations and Warranties of the Investor

The Investor hereby represents and warrants that:

- The Investor is acquiring the Units for investment purposes only.
- The Investor understands the Units are not registered under the Securities Act.
- The Investor has sufficient knowledge and experience in financial matters.
- The Investor is able to bear the economic risk of the investment.

**Investor Initials:** \_\_\_\_\_

## 5. Accredited Investor Certification

By signing this Agreement, the undersigned certifies, represents, and warrants that they are an accredited investor as defined under Rule 501 of Regulation D.

The Investor acknowledges that the Company will rely on this certification and may request documentation to verify such status.

**Investor Initials:** \_\_\_\_\_

## 6. Risk Disclosure

Investment in the Company is highly speculative and involves a high degree of risk.

- You may lose 100% of your investment
- There is no public market for the Units
- The investment is illiquid and long-term

**Investor Initials:** \_\_\_\_\_

## 7. Risk Factors

The Investor understands the following risks:

- No assurance of profitability
- Market competition
- Regulatory risks
- Operational risks
- Dependence on key personnel
- Economic downturn impact

**Investor Initials:** \_\_\_\_\_

## 8. Transfer Restrictions

Units may not be transferred without prior written consent of the Company and must comply with applicable securities laws.

**Investor Initials:** \_\_\_\_\_

## 9. Verification of Accredited Status (Rule 506(c))

The Investor agrees to provide documentation upon request, including but not limited to:

- Tax returns
- Bank statements
- CPA or attorney verification letter

## 10. Anti-Money Laundering (AML) and KYC Compliance

The Investor certifies that:

- Funds are not derived from illegal activities
- The Investor is not subject to sanctions
- The Investor is not on any prohibited or restricted lists

The Company may request identity verification documents.

**Investor Initials:** \_\_\_\_\_

## 11. Bad Actor Disqualification

The Investor represents that neither the Investor nor any affiliated party is subject to any “Bad Actor” disqualification under Rule 506(d).

**Investor Initials:** \_\_\_\_\_

## 12. No Public Market

The Investor understands there is no public market for the Units and no guarantee that one will develop.

## 13. Entire Agreement

This Agreement constitutes the entire agreement between the parties

## 14. Governing Law

This Agreement shall be governed by the laws of the State of Florida.

## 15. Signature Page

**Investor Name:** \_\_\_\_\_

**Amount Invested (USD):** \_\_\_\_\_

**Number of Units:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

## FINAL ACKNOWLEDGMENT

By signing below, the Investor acknowledges that they have read, understood, and agreed to all terms, including risks, accreditation requirements, and legal obligations.

**Investor Initials:** \_\_\_\_\_