**SUBSCRIPTION AGREEMENT PACKAGE**

**INSTRUCTIONS**

 If Purchaser decides to purchase the Convertible Promissory Notes (“Notes” or “Securities”) of EarthCycle, Inc., a Wyoming corporation (the “**Company**”), pursuant to the terms and conditions of the Company’s Confidential Private Offering Memorandum and the documents attached thereto, as amended or modified from time to time and including the annexes thereto (the “**Memorandum**”), Purchaser will, as a condition of purchase, be required to (a) carefully and thoroughly review and understand the Memorandum, (b) complete and return the documents identified below as provided in the instructions, and (c) complete Company’s verification process to ensure that Purchaser meets the Accredited Investor standard required for Company to sell the “securities” offered in the Memorandum to Purchaser.

 The information and processes requested in these subscription documents are necessary to fulfill the requirements for exemption from registration under Section 4(a)(2) of the Securities Act of 1933, as amended, (the “**Act**”) and Rule 506(c) of Regulation D promulgated under the Act. All subscription documents must be fully and accurately completed and executed, or they cannot be accepted.

 The minimum suitability standards are set forth in the Memorandum. All offerees must be verified “**Accredited Investors**” within the meaning of Rule 501 of Regulation D under the Act and meet the other requirements set forth herein and therein. The minimum subscription amount is One Hundred Thousand and No/100 Dollars ($100,000.00).

 If Purchaser has any questions concerning this Subscription Agreement, or would like assistance in completing it, please contact Dakota Kaiser, CEO, via Email: dakotajameskaiser@gmail.com, US Mail: [Address], or Phone: (657) 200-8931‬.‬‬‬‬‬‬‬‬‬‬‬‬‬‬‬‬‬

**1. Subscription Agreement Package**

 In order to be considered as a Purchaser and obtain the rights described in the Memorandum, each Purchaser must thoroughly review, understand, agree to all terms, make all required representations and warranties, provide all information as required, and fully and accurately complete, execute and deliver the following documents:

1. The Subscription Agreement with the appropriate signature pages dated and signed;
2. The Accredited Investor Representation Letter along with all requested documentation, authorizations, representations and warranties set forth therein. If there are joint purchasers and they are not either husband and wife or close relatives who have the same principal residence, each joint purchaser must complete a Subscription Agreement. In any event, all joint purchasers must execute the appropriate signature page; and
3. Complete and obtain a third-party verification of Accredited Investor status through <http://verifyinvestor.com> with a confirmation of Accredited Investor status sent to Company at mehowfnm@me.com or via other means expressly approved in writing by Company.

 Notes:

* Different questionnaires, information and forms are required for individuals and legal entities. Please ensure that Purchaser completes the relevant and appropriate forms.
* Entities will be required to provide a profile of the subscribing entity. This profile should include the names of the entity shareholders, a copy of the corporate charter and a document verifying the corporate address.
* Individuals should sign the Individual signature page and will be required to provide copies of documents which verify their identity and address with their executed signature page.

**All Purchasers, whether a Purchaser is a resident or non-resident of the United States, must (1) complete and sign the accredited investor representation letter, and (2) be verified as an accredited investor.**

* In the event a potential Purchaser should remit payment prior to completing verification and other processes required by Company, such payment shall be considered a reservation for the current round until such individual has completed full and satisfactory verification of accreditation and other processes required by Company within the time requirements provided by Company. Should the potential Purchaser fail to comply in a timely manner with the verification and other requirements of Company, Company, in its sole discretion, reserves the right to return the investment.

**2. Delivery of Subscription Agreement and Related Documents**

 Once completed and signed, this Subscription Agreement and required documents should be sent to the Company as set forth below.

EarthCycle, Inc.

[Address]

Attn: Dakota Kaiser, President

**3. Payment of Subscription Amount**

 If Purchaser’s subscription is accepted by Company, Purchaser must deliver funds in the amount of Purchaser’s subscription through one of the following methods:

1. A check delivered to company (i) personally, (ii) by U.S. certified mail with return receipt, or (iii) by courier;
2. The wire of funds as follows:

Bank Name

Address

Phone Number

Wire Instructions:

Account Number: [Number]

Routing/ABA Number: [Number]

Account Name: EarthCycle, Inc.

1. Transfer of BTC or ETH tokens into a time stamped digital wallet provided by Company as per instructions in the Memorandum. The Note purchases offered pursuant to the Memorandum shall be calculated in U.S. dollars, and payments in cryptocurrencies authorized by the Company shall be valued in U.S. dollars at an exchange ratio equivalent to Gemini Rate at 4pm EDT on the date of receipt, the price of which shall be reported to you upon approval of your investment by, Company’s placement agent and investment banking firm, Exemplar Capital, LLC. Exemplar Capital, LLC may, in its discretion, utilize such other reliable data sources as may be chosen by Exemplar Capital, LLC.

**3. Supporting Documentation**

 Within 10 days after the date this Subscription Agreement Package is submitted to the Company, Purchaser will deliver to the Company, or arrange to have delivered to the Company on its behalf, all required supporting documentation.

 All supporting documentation must be submitted to the Company electronically, in PDF form, to

 Purchaser understands that the Company may request additional supporting documentation from Purchaser in order to verify Purchaser’s status as an Accredited Investor and Purchaser hereby agrees to promptly provide any such additional supporting documentation.

 Purchaser further understand that, even if Purchaser completes and executes this Letter and provides all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my purchase of the Notes for any reason or for no reason.

**RELIANCE ON REPRESENTATIONS; INDEMNITY**

 Purchaser understands that the Company and its counsel are relying upon its representations in the Letter and upon the supporting documentation to be delivered by Purchaser or on its behalf in connection with the Letter (collectively, the “**Purchaser Information**”). Purchaser agrees to indemnify and hold harmless the Company, its respective directors, officers, members, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys’ fees) arising out of or based upon any misstatement or omission in the Purchaser Information or any failure by me to comply with any covenant or agreement made by me in the Purchaser Information.

**SHARING OF PURCHASER INFORMATION**

 Purchaser understands and agrees that the Company may present the Purchaser Information to such parties as it deems appropriate to establish that the issuance and sale of the Notes (a) is exempt from the registration requirements of the Act or (b) meets the requirements of applicable state securities laws.

*(Remainder of page intentionally left blank)*

**SUBSCRIPTION AGREEMENT**

EarthCycle, Inc.

[Address]

Attn: Dakota Kaiser, CEO

1. **Subscription**. The undersigned (the “**Purchaser**”) hereby subscribes for the Notes offered by EarthCycle, Inc., a Wyoming corporation (the “**Company**”), and, if this subscription is accepted by the Company, Purchaser agrees to pay one hundred percent (100%) of the total subscription amount set forth on the signature page hereof described in the “Subscription Instructions” above. Prior to acceptance of this Subscription Agreement by the Company, the Purchaser agrees to execute all documents attached hereto, and such other documents as may be required by any governmental or self-regulatory agency with jurisdiction over the Company or its activities.

 If this subscription is rejected by the Company, the Company shall promptly return to the Purchaser any subscription amounts provided (without any interest earned on such sum), and neither party hereto shall have any further obligation hereunder.

1. **Representations and Warranties**. To induce the Company to accept this subscription, the Purchaser hereby represents and warrants to the Company that:

# The Purchaser has received, read, and fully understands the Confidential Private Offering Memorandum (including all Exhibits thereto) of the Company (the “Memorandum”). The Purchaser is basing Purchaser’s decision to purchase the Notes pursuant to the terms and conditions of the Memorandum and its Exhibits. The Purchaser has relied on the information contained in said Memorandum and its Exhibits and has not relied upon any representations made by any other person or documents;

# The Purchaser has such knowledge and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of this prospective purchase;

# The Purchaser understands that the purchase of the Notes and the conversion into equity involves substantial risks and is fully cognizant of, and understands, all of the risk factors relating to a purchase of the Notes including, without limitation, those risks set forth below and in the section entitled “Risk Factors” in the Memorandum;

# The Purchaser’s overall commitment to investments that are not readily marketable is not disproportionate to Purchaser’s individual net worth and the purchase of the Notes will not cause such overall commitment to become excessive;

# The Purchaser has adequate means of providing for Purchaser’s financial requirements, both current and anticipated, and has no need for liquidity in the purchases made herein;

# The Purchaser can bear, and is willing to accept, the economic risk of losing Purchaser’s entire purchase amount for the Notes;

# The Purchaser is acquiring the Notes for Purchaser’s own account and has no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Notes;

# The Purchaser has had an opportunity to ask questions of, and receive answers from, the principals of the Company concerning the terms and conditions of the Notes purchase and all such questions have been answered to the full satisfaction of the Purchaser;

# The Purchaser has been informed that the Notes and the equity into which the Notes convert are being sold as “securities” pursuant to the exemption from registration provided by Rule 506(c) of the Securities Act of 1933 (the “Act”), and that the Notes will be deemed “restricted securities” subject to the holding periods of 12 months required by Rule 144 of the Act. The Purchaser has obtained all information from Purchaser’s legal, accounting and other professional advisors prior to making the purchase of the Notes;

# Purchaser is acquiring the Notes for Purchaser’s own account and not with a view to, or for offer, sale, or resale in connection with, any distribution thereof in violation of the Act or any other applicable securities laws; and

# The Purchaser is an “Accredited Investor”as defined under Rule 501 of Regulation D promulgated under the Act and as described in the Memorandum and below, and has included the documentation to verify such status, and/or, at the request of Company, will timely provide the same through our independent third-party verification provider as described herein.

# Representations and Warranties Relating to Money Laundering and the USA Patriot Act.

* 1. *Provisions Relating to Identity of the Purchaser for Notes as applicable.*
		1. Purchaser represents that all evidence of identity provided is genuine and all related information furnished is accurate.
		2. The Purchaser agrees to furnish any information deemed necessary by the company in its sole discretion to comply with its anti-money laundering programs and related responsibilities.
	2. *Provisions Relating to Prohibited Purchasers.*
		1. The Purchaser acknowledges that the Company prohibits any purchase of, by, or on behalf of the following persons (each, a “**Prohibited Purchaser**”):
			1. A person or entity whose name appears on:
				1. The List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Asset Control (“**OFAC**”); or
				2. Any other lists of prohibited persons and entities as may be mandated by applicable law or regulation.
			2. A Foreign Shell Bank; or
			3. A person or entity resident in, or whose subscription funds are transferred from or through, an account in a Non-Cooperative Jurisdiction.
		2. The Purchaser represents and covenants that neither it, nor any person controlling, controlled by, or under common control with it, nor any person having a beneficial interest in it, is a Prohibited Purchaser, and that it is not purchasing, and will not purchase, Notes on behalf, or for the benefit, of any Prohibited Purchaser. The Purchaser agrees to promptly notify the Company of any change in information affecting this representation and covenant.
		3. The Purchaser acknowledges that if, following its purchase in the Notes, the Company reasonably believes that the Purchaser is a Prohibited Purchaser or has otherwise breached its representations and covenants hereunder as to its identity, the Company may be obligated to freeze the Purchaser's purchase, either by prohibiting additional purchases, declining any redemption requests and/or segregating the assets constituting the purchase in accordance with applicable regulations, or its purchase may immediately be redeemed by the Company and it shall have no claim against the Company or its agents for any form of damages as a result of any of the actions described in this subsection.
		4. The Purchaser acknowledges that additional purchases by the Purchaser or any transfer request may be refused and/or a request for redemption may be delayed or declined if the Company reasonably believes it does not have satisfactory evidence of the Purchaser's identity.
	3. *Other Disclosures and Acknowledgements.*
		1. The Purchaser represents that with respect to Purchaser and any beneficial owners for which Purchaser serves as nominee:
			1. No one is a Senior Foreign Political Figure, member of a Senior Foreign Political Figure's Immediate Family, or Close Associate of a Senior Foreign Political Figure, including a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), or a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation, and any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure, the parents, siblings, spouse, children and in-laws of any such person, or any “close associate” of a Senior Foreign Political Figure who is a person widely and publicly known to maintain an unusually close relationship with the Senior Foreign Political Figure, and including a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the Senior Foreign Political Figure.
			2. No one is resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; and
			3. Subscription funds for the purchase of the Notes do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank, an “Offshore Bank”, or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.
		2. The Purchaser acknowledges and agrees that any redemption proceeds paid to it will be paid to the same account from which its purchase of the Notes was originally remitted, unless the Company, in its sole discretion, determines otherwise.
		3. The Purchaser acknowledges and agrees that the Company may release confidential information about Purchaser and, if applicable, any Underlying Investor or beneficial owner to regulatory or law enforcement authorities, if the Company or its agents, in their sole discretion, determine that it is in the best interest of the Company to do so. In addition, the Purchaser hereby agrees that the Company will be permitted to release confidential information about him or it to any bank or financial institution being used by the Company to facilitate the Offering.
		4. The Purchaser acknowledges and agrees that it shall fully cooperate with the Company’s financial institution in compliance with the Bank Secrecy Act and its implementing anti-money laundering rules as well as the know Purchaser’s customer requirements of the Company’s financial institution.
	4. *Certain capitalized terms not otherwise defined above have the following meanings:*
		1. “**Foreign Shell Bank**” is a Foreign Bank that does not have a Physical Presence in any country but does not include a Regulated Affiliate.
		2. “**Foreign Bank**” means an organization that: (i) is organized under the laws of a foreign country; (ii) engages in the business of banking; (iii) is recognized as a bank by the bank supervisor or monetary authority of the country of its organization or principal banking operations; (iv) receives deposits to a substantial extent in the regular course of its business; and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a Foreign Bank.
		3. “**Non-Cooperative Jurisdiction**” means any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering (“**FATF**”), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.
		4. “**Offshore Bank**” means a Foreign Bank that is barred, pursuant to its banking license, from conducting banking activities with the citizens of, or with the local currency of, the country that issued the license but does not include a Regulated Affiliate.
		5. “**Physical Presence**” means, with respect to a Foreign Bank, a place of business that is maintained by the Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which such Foreign Bank is authorized to conduct banking activities, at which location such Foreign Bank: (i) employs one or more individuals on a full-time basis; (ii) maintains operating records related to its banking activities; and (iii) is subject to inspection by the banking authority that licensed such Foreign Bank to conduct banking activities.
		6. “**Regulated Affiliate**” means a Foreign Shell Bank that (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.
1. **Acknowledgement and Indemnity**. The Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and the warranties contained herein and the Subscriber hereby agrees to indemnify and hold the Company and its officers, directors, members, managers, partners, employees, agents and affiliates harmless from and against any and all loss, damage or liability due to, or arising out of, a breach of any representation or warranty of the Subscriber.
2. **Survival of Terms**. All statements, representations, warranties, covenants and agreements in this Subscription Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Subscription Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Subscription Agreement. All representations and warranties made by the parties hereto in this Subscription Agreement, or in any other agreement, certificate or instrument provided for or contemplated hereby shall survive: (i) the execution and delivery hereof; (ii) any investigations made by or on behalf of the parties; and (iii) the closing of the transaction contemplated hereby, and shall remain in full force and effect for the respective statutes of limitation applicable to claims of the type described therein. No claim shall be made by a party for any alleged misrepresentation or breach of warranty by the other party unless notice for such claim shall have been given to the other party in accordance with the notice provisions hereof prior to the expiration of the survival period specified above with respect to such representation or warranty.
3. **Miscellaneous**.
	1. This Subscription Agreement and the rights and obligations set forth herein are not transferable or assignable by the Purchaser.
	2. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Subscription Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision or portion thereof wholly unenforceable, the remaining provisions of this Subscription Agreement shall nevertheless remain in full force and effect.
	3. The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provisions of this Subscription Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Subscription Agreement; and (iii) the terms and provisions of this Subscription Agreement shall be construed fairly as to the parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Subscription Agreement. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all persons.
	4. The terms and provisions of this Subscription Agreement may be modified or amended only by written agreement executed by both parties hereto.
	5. All notices or other communications to be given or made hereunder shall be in writing and shall be delivered personally or mailed, by registered or certified mail, return receipt requested, postage prepaid, to the Purchaser or to the Company or via electronic mediums such as email and facsimile so long as receipt thereof is verified by the recipient or a reliable means of verifying receipt, as the case may be, at the respective addresses set forth herein. Notices shall be deemed received upon delivery or three (3) days after mailing and electronic notices shall be deemed received upon response from the recipient or as demonstrated by a reliable means of verifying receipt.
	6. Except as may otherwise be required by law, this Subscription Agreement is irrevocable by the Purchaser, but may be revoked by the Company.
	7. This Subscription Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of Wyoming without giving effect to the conflict of law principles thereof.
	8. This Subscription Agreement and the representations and warranties contained herein shall be binding upon the heirs, executors, administrators and other successors of the Purchaser. If there is more than one signatory hereto, the obligations, representations, warranties and agreements are made jointly and severally.

*[Signature Pages on Following Page]*

**EarthCycle, Inc.**

# SIGNATURE PAGE FOR SUBSCRIPTION Agreement BY ENTITIES

(Not applicable to subscriptions by individuals)

Purchaser accepts and agrees to the foregoing terms and acknowledge that all information provided to Purchaser is true and correct.

**Check all that apply:**

 [\_\_] Corporation [\_\_] Trust (select all applicable):

 [\_\_] General Partnership [\_\_] Testamentary

 [\_\_] Limited Partnership [\_\_] Inter Vivos

 [\_\_] Limited Liability Company [\_\_] Charitable Remainder

 [\_\_] Employee Benefit Plan [\_\_] Foundation

 [\_\_] Other (please specify)

 (Please print all information exactly as Purchaser wishes it to appear on the Company records.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Purchaser) (Tax ID Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Telephone)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(State of Incorporation if applicable) (Date of Incorporation if applicable)

The Purchaser has checked the following box if it is subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code: 🞎.

Under the penalties of perjury, the Purchaser hereby certifies that the Taxpayer ID Number set forth above next to its name is its true, correct and complete Taxpayer ID Number and that the information given in the immediately preceding sentence is true, correct and complete.

The individual trustee, member, manager, partner or officer signing below certifies that he or she has full power and authority from all beneficiaries, partners, members, managers, directors or shareholders of the entity named below to execute this Subscription Agreement on behalf of the entity and that the purchase of the Notes is not prohibited by law or by the governing documents of the entity.

Total Amount of Subscription: $\_\_\_\_\_\_\_\_\_\_\_\_\_ Series Purchased:

Signature: Dated:

By:

Title:

Name of Entity:

**EARTHCYCLE, INC.**

# SIGNATURE PAGE FOR SUBSCRIPTION BY INDIVIDUALS

(Not applicable to subscriptions by entities)

Purchaser accepts and agrees to the foregoing terms and represents and warrants that all information provided to Company is true and correct.

Note to Foreign Purchasers: If Purchaser is a non-resident alien of the United States and does not have a taxpayer identification number in the United States Purchaser is likely to be subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code (“IRC”).

* Under the penalties of perjury, Purchaser hereby certify that Purchaser is a “non-resident alien” for United States federal income tax purposes 🞎.
* Under the penalties of perjury, Purchaser hereby certifies that Purchaser is a person that is domiciled outside the United States and not a “**U.S. person**,” as such term is defined in Rule 902(k) of Regulation S. 🞎

INTERESTS TO BE REGISTERED AS FOLLOWS: (CHECK ONE)

🞎 INDIVIDUAL OWNERSHIP 🞎 TENANTS IN COMMON

 (One signature required below) (All tenants must sign below)

🞎 JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

 (All tenants must sign below)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Purchaser) (Date of Birth) (Social Security Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Telephone)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Purchaser) (Date of Birth) (Social Security Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address) (Telephone)

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Total Amount of Subscription: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Series Purchased:\_\_\_\_\_\_\_\_\_

Signature: Signature:

By: By:

Dated: Dated:

**EarthCycle, Inc.**

**Subscription Acceptance**

**COMPANY:**

EarthCycle, Inc.

a Wyoming corporation

By:

Name:

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCREDITED INVESTOR REPRESENTATION LETTER**

**Instructions for Completing this Accredited Investor Representation Letter**

To ensure the Company has an exemption from the registration requirements of the Securities Act of 1933 (the **“Securities Act”),** the Notes are being sold only to “accredited investors” as defined in Rule 501(a) of Regulation D of the Act, (“**Accredited Investors**”) and then only those Purchasers we can independently verify as such in accordance with the procedures set forth hereinbelow. The purpose of the attached Accredited Investor Representation Letter (the “**Letter**”) is to collect information from Purchaser wherein Purchaser makes representations about Purchaser’s status as an Accredited Investor and presents us with documentation which we can independently verify through a third-party verification service or similar methodology.

As part of our required process to verify Purchaser’s status as an Accredited Investor, Purchaser must fully complete and sign the Letter, and deliver all required supporting documentation, before the Company will consider Purchaser’s proposed purchase.

**By submitting the Letter, Purchaser agrees to provide all required supporting documentation within 10 days after the date that Purchaser submit the Letter.**

 *(Remainder of page intentionally left blank)*

**ACCREDITED INVESTOR REPRESENTATION LETTER**

EarthCycle, Inc.

[Address]

Attn: Dakota Kaiser, CEO

Dear Mr. Kaiser:

I am submitting this Accredited Investor Representation Letter (the "Letter") in connection with the offering of the Convertible Promissory Notes (the “Notes”) of EarthCycle, Inc. (the "Company"). I understand that, in order ensure compliance with the Securities Act of 1933, as amended, (the “Securities Act”), the Notes are being sold as securities only to verified accredited investors ("Accredited Investors") as defined in Rule 501(a) of Regulation D of the Securities Act.

I hereby represent and warrant to the Company that I qualify as an Accredited Investor on the basis that:

(*You* ***must*** *choose Part 1 or Part 2 below and INITIAL the applicable boxes*.)

1. I am a **NATURAL PERSON** and represent and warrant as follows:

(*A Purchaser using this Part 1 must check box (A), (B), (C),* ***or*** *(D)*

[\_\_\_\_\_] (A) **Income Test**: My individual income exceeded $200,000 in each of the two most recent years or my joint income together with my spouse exceeded $300,000 in each of those years, and I reasonably expect to earn individual income of at least $200,000 this year or joint income with my spouse of at least $300,000 this year.

To support the representations in 1(A), Purchaser hereby agrees to assist Company in providing the following information in connection with Company obtaining, and authorizes Company to obtain, a verification of accredited investor status from its third-party verification service, <http://verifyinvestor.com>, and agrees to deliver the documents and/or information in the initialed paragraphs (i) or (ii) below:

[\_\_\_\_\_] (i) Copies of Form W-2, Form 1099, Schedule K-1 of Form 1065 or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse as reported to the IRS or international equivalent for each of those years. I understands that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

**OR**

[\_\_\_\_\_] (ii) My salary, or my joint salary with my spouse, is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company copies of such publicly available materials identifying me or me and my spouse by name and disclosing the relevant salary information for each of the two most recent years.

[\_\_\_\_\_] (B) **Net Worth Test**: My individual net worth, or my joint net worth together with my spouse, exceeds $1,000,000.

For the purposes of calculating my “net worth” the following formula shall be applied:

* My total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence)

**Minus**

* My total liabilities, (i) excluding any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but (ii) including any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.

In connection with the calculation of my net worth I represent that I have read the foregoing definition of “net worth” and all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse, for the purpose of determining my status as an Accredited Investor are reflected in the dollar amount in the preceding sentence.

In addition, I confirm that I have not incurred any incremental mortgage or other debt secured by my primary residence in the 60 days preceding the date of this Letter, and I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Notes. I agrees to promptly notify the Company if, between the date of this Letter and the date of the closing for the sale of the Notes, I incur any incremental mortgage or other debt secured by my primary residence. (**NOTE**: If the representation in the first sentence of this paragraph is untrue or becomes untrue prior to the date of the closing for the sale of the Notes, I may still be able to purchase the Notes. However, I must first contact the Company for additional instructions on how to calculate my net worth for purposes of this offering.)

To support the representations in 1(B), Purchaser hereby agrees to assist Company in providing the following information in connection with Company obtaining, and authorizes Company to obtain, a verification of accredited investor status from its third-party verification service, <http://verifyinvestor.com>, or such other source or service as approved in writing by the Company, and agree to deliver the documents and/or information in the documents and information below:

1. Copies of bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets or my joint assets together with my spouse; and
2. A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse) issued by TransUnion, Equifax or Experian.

I understand that each document described in paragraphs (a) and (b) above must be dated no earlier than three months prior to the date of the closing for the sale of the Notes. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

[\_\_\_\_\_] (C) **Company Insider**: I am a director, officer, partner, manager or managing member of the Company.

[\_\_\_\_\_] (D) **Existing Equity Holder from a Rule 506(b) offering before September 23, 2013**. I am an existing equity holder of the Company and each of the following statements is true:

To support the representations in Part 1(D), I represent and warrant that by placing **my initials in each of the boxes (i), (ii), (iii) and (iv)** below, all information contained therein is true, correct and accurate:

[\_\_\_\_\_] (i) I have previously purchased securities issued by the Company in a Rule 506 offering as an Accredited Investor, and that offering was consummated before September 23, 2013;

[\_\_\_\_\_] (ii) I continue to hold the Company securities purchased in that Rule 506 offering;

[\_\_\_\_\_] (iii) I certify that I qualify as an Accredited Investor as of the date of this Letter; and

[\_\_\_\_\_] (iv) I undertake to notify the Company promptly if I cease to qualify as an Accredited Investor at any time between the date of this Letter and the date of the closing for the sale of the Notes.

1. Purchaser is a **LEGAL ENTITY** and, as the authorized representative thereof, the undersigned represents and warrants on behalf of the legal entity that the legal entity is:

[\_\_\_\_\_] (a) A bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity.

[\_\_\_\_\_] (b) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

[\_\_\_\_\_] (c) An insurance company as defined in the Act.

[\_\_\_\_\_] (d) An investment company registered under the Investment Company Act of 1940 (the “Investment Company Act”).

[\_\_\_\_\_] (e) A business development company as defined in Section 2(a)(48) of the Investment Company Act.

[\_\_\_\_\_] (f) A private business development company as defined in the Investment Advisors Act of 1940.

[\_\_\_\_\_] (g) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.

[\_\_\_\_\_] (h) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of $5,000,000.

[\_\_\_\_\_] (i) A 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.

 [\_\_\_\_\_] (j) An employee benefit plan within the meaning of Title 1 of the Employment Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000, or if a self-directed plan, the investment decisions are made solely by persons that are accredited investors.

 [\_\_\_\_\_] (k) A trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a “sophisticated” person.

 [\_\_\_\_\_] (l) An entity in which all of the equity owners are Accredited Investors. (NOTE: If this box (l) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.)

**SUPPORTING DOCUMENTATION**

Within **ten (10)** days after the date that I submit this Letter to the Company, (1) I will deliver to the Company’s Third-Party Verification Company (“TPVC”), or, (2) will arrange to have delivered to Company’s TPVC on my behalf, all required supporting documentation, or (3) with advance written authorization of Company, deliver said supporting documentation directly to Company.

All supporting documentation must be submitted to the Company’s TPVC either electronically, in PDF form or pursuant to such other methods acceptable to Company’s TPVC and Company.

I understand that the Company may request additional supporting documentation from me in order to verify my status as an Accredited Investor and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

**RELIANCE ON REPRESENTATIONS; INDEMNITY**

I understand that the Company and its counsel are relying upon my representations in the Letter and upon the supporting documentation to be delivered by me or on my behalf in connection with the Letter (collectively, the "Subscriber Information"). I agree to indemnify and hold harmless the Company and its directors, officers, agents, equity holders, attorneys, accountants, advisors, representatives and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including reasonable attorneys' fees) arising out of or based upon any misstatement or omission in the Subscriber Information or any failure by me to comply with any covenant or agreement made by me in the Subscriber Information.

**FOR ENTITIES**

Company Name: Signatory’s Name

Signatory’s Title: Telephone:

Signature: Date:

Email: Address:

**FOR INDIVIDUALS**

PURCHASER'S SIGNATURE AND CONTACT INFORMATION

Name: Telephone:

Signature: Date:

Email: Address:

SPOUSE'S SIGNATURE AND CONTACT INFORMATION

(***NOTE:*** *The Purchaser’s spouse need only sign this letter if the investor is a natural person proving its Accredited Investor status based on* ***joint income*** *or* ***joint net worth*** *with the spouse under Part A(1)(a) or Part A(2)(a). A spouse who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable.*)

Name: Telephone:

Signature: Date:

Email: Address: