

**MAMMOTH PRIVATE CAPITAL, LLC**  
(a Delaware segregated series limited liability company)

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**SUBSCRIPTION DOCUMENTS**

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**MAMMOTH SCIENTIFIC, LLC**  
Manager

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**November 19, 2021**

## SUBSCRIPTION INSTRUCTIONS

Capitalized terms not otherwise defined in these Subscription Instructions (the “Subscription Instructions”), as well as the Subscription Agreement and Power of Attorney (the “Subscription Agreement” and, together with the Subscription Instructions, the “Subscription Documents”), are used with the meanings set forth in the Operating Agreement (as further amended, supplemented or restated from time to time, the “Operating Agreement”) of Mammoth Private Capital, LLC (the “Company”).

**The Manager reserves the right to accept or reject any Capital Commitment, in whole or in part, for any or no reason, and may require additional information prior to making a determination whether or not to accept such Capital Commitment.**

Each prospective investor that desires to become a Member (each, a “Subscriber”) with respect to one or more series of the Company (each, a “Series”) should do the following:

- Read the Memorandum, the relevant Series Supplement(s), the Operating Agreement, the relevant Series Designation(s), and this Subscription Agreement;
- Complete and sign one copy of the **Blanket Signature Page**;
- Complete the **Investor Certification** on Schedule A to the Subscription Agreement; and
- Complete the **Bad Actor Questionnaire** on Schedule B to the Subscription Agreement; and
- Complete and submit a U.S. Internal Revenue Service **Form W-9**; and
- Complete and sign the **Authorization Form** relating to distributions and payment of the Annual Administrative Fee on Schedule C to the Subscription Agreement.

Interests in a Series are being offered on a continuous basis on such Closing Dates as the Manager determines from time to time with respect to each Series.

### *Capital Commitments*

In order to make a Capital Commitment for Interests in a Series, each Subscriber must complete, execute and deliver the Subscription Agreement, including the Blanket Signature Page and any related documents, to the Manager by email to **InvestorRelations@MammothResearch.com** no later than 5:00pm New York time at least five (5) business days prior to the relevant Closing Date to be received and approved by the Manager in time for the Subscriber to be accepted as a Member with respect to a Series as of such Closing Date. The potential subscriber can inquire with the Manager about the receipt of their subscription documents by email to **InvestorRelations@MammothResearch.com**.

The Manager will notify the Subscriber of the acceptance or rejection of a subscription as soon as reasonably practicable. If a subscription is rejected, in whole or in part, any monies received will be returned to the Subscriber (without interest).

### *Funding of Capital Commitment*

Unless otherwise agreed in advance with the Manager, cleared funds in respect of the Capital Commitment monies are payable in full, in immediately available funds, and must be received by North Capital Private Securities, the escrow agent for each Series (the “Escrow Agent”), free and clear of bank encumbrance by no later than 5:00pm New York time on the relevant Closing Date.

Capital Contributions made by a Member must be paid in U.S. dollars, unless the Manager otherwise agrees, by

wire transfer, or ACH as set forth below:

**By Wire Transfer:**

Bank:	<b>Tristate Capital Bank</b>
Address:	<b>One Oxford Centre, Suite 2700 301 Grant Street Pittsburgh, PA 15219</b>
SWIFT ID:	<b>TRTTUS33</b>
ABA #	<b>043019003</b>
Custodian/Account Name:	<b>North Capital Private Securities 623 E Fort Union Boulevard, Suite 101 Midvale, UT 84047</b>
FFCT:	<b>Mammoth Private Capital, LLC Health and Tech Fund Series 4 <i>[include name of Subscriber]</i></b>
Account #: By order of:	<b>0220003339 Mammoth Private Capital, LLC c/o Mammoth Scientific, LLC</b>

The Manager recommends that Subscribers pay any wire transfer fees or other charges imposed by a Subscriber's bank on wire transfers in addition to the subscription amount so that the full subscription amount is invested in the applicable Series.

**By ACH:**

A Member making a Capital Commitment equal to \$100,000 or less may make its Capital Contribution via ACH by providing the relevant account information to the Manager during enrollment on the Manager's website, and authorizing the Escrow Agent to electronically debit the funds.

For additional information concerning Capital Commitments, the Company or any Series, or for questions concerning how to complete the Subscription Documents, please contact the Manager by email to **InvestorRelations@MammothResearch.com**. General questions regarding an investment in a Series may also be addressed to the Manager by telephone at (800) 618-2299.

## SUBSCRIPTION AGREEMENT

**Mammoth Private Capital, LLC  
c/o Mammoth Scientific, LLC  
5651 Coventry Lane, Suite 306  
Fort Wayne, IN 46804  
Attention: Investor Relations**

The undersigned, and if the undersigned is an entity, the person or entity (the “Signatory”) executing this Subscription Agreement on behalf of the undersigned (the Signatory and the undersigned collectively referred to herein as the “Subscriber,” unless the context otherwise requires), hereby irrevocably commits, in the amount set forth in Section 1 below, for a membership interest (the “Interests”) in a series referenced in Section 1 as will be determined and assigned by the Manager (the “Series”). The Subscriber acknowledges and agrees that by execution of this Agreement and the Blanket Signature Page hereto, it is agreeing to be subject to the Company’s Operating Agreement, as in effect on the date hereof and as amended from time to time, and the applicable Series Designation(s) for the Series into which the Subscriber is making a Capital Commitment (collectively, the “Operating Agreement”). This Capital Commitment is irrevocable but may be rejected by Mammoth Scientific, LLC, as the manager of the Company and each Series (the “Manager”), in its sole discretion.

### 1. SUBSCRIPTION FOR INTERESTS

(a) Subscriber hereby irrevocably subscribes for and agrees to purchase the Interests set forth below:

SERIES NAME:	ENTER U.S. DOLLAR AMOUNT
A Health and Tech Fund Series of Mammoth Private Capital, LLC <sup>1</sup>	

**Total Capital Commitment of Subscriber:** \_\_\_\_\_

(b) Subscriber acknowledges that: (i) the issuance of the Interests is not and will not be registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any state, and such issuance is being made in reliance upon exemptions from registration contained in those respective laws, and (ii) the Company’s and each Series’ reliance upon such exemptions is based in part upon Subscriber’s representations, warranties and agreements contained in this Subscription Agreement and the Investor Questionnaire accompanying this Subscription Agreement or previously provided to the Manager.

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<sup>1</sup> As described in the Memorandum and for regulatory reasons, the Manager may form parallel Series of Mammoth Private Capital, LLC, a Delaware segregated series limited liability company (the “Company”) each designated as a Health and Tech Fund Series, and the Manager shall determine which Series is appropriate for the Subscriber.

(c) As consideration for the issuance of the Interests to Subscriber by the Series, Subscriber will deliver to the Manager an amount equal to the total Capital Commitment set forth above in readily available funds upon acceptance of this Subscription Agreement by the Manager. By signing its acceptance, the Manager acknowledges receipt of such Capital Contributions as valid consideration for the Interests.

## **2. REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.**

In order to induce the Series to accept this subscription, Subscriber hereby represents and warrants as follows:

(a) Subscriber is purchasing the Interests with its own funds and not with the funds of any other person, for its own account and not for the account of any other person, with the intention of holding the Interests for investment for an extended period, with no present intention of either: (i) dividing, or allowing others to participate in, this investment or (ii) reselling or otherwise participating directly or indirectly in a distribution of, the Interests or any part thereof. Subscriber understands that the Interests have not been registered under the Securities Act or under any state securities law in reliance on representations contained herein and in the Confidential Purchaser Questionnaire.

(b) Subscriber understands that an investment in the Interests is highly speculative, and Subscriber's financial condition is such that it is not under any present necessity or constraint to dispose of the Interests to satisfy any existing or contemplated debt or undertaking. Subscriber further understands that it must bear the economic risk of investment in a Series for an indefinite period.

(c) Subscriber acknowledges and agrees, in accordance with this Subscription Agreement, that it will not sell, assign, pledge, hypothecate, transfer, or otherwise dispose of the Interests unless: (i) such disposition is subsequently registered under the Securities Act, which is not contemplated, and registered under all applicable state laws and regulations, which is not contemplated or (ii) Subscriber provides the Manager with a legal opinion acceptable in form and substance (as to both such opinion and the counsel providing such opinion) to the Manager and the Manager's legal counsel stating that such disposition may be made without registration under the Securities Act and without registration under any applicable state laws and regulations. Subscriber specifically recognizes that the Interests will be a "restricted security" as that term is defined in Rule 144 under the Securities Act, and accordingly, it is extremely unlikely that any disposition of the Interests could be made without registration under the Securities Act and under any applicable state laws prior to the expiration of two years following the purchase of such Interests. Subscriber understands that transfer instructions have been or will be placed on certificate(s) with respect to the Interests, if any, so as to restrict any such disposition thereof. Further, Subscriber acknowledges that the Series is under no obligation to register the Interests on its behalf or to assist it in complying with any exemption from registration.

(d) Subscriber, either personally or together with its purchaser representative(s), possesses such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests and has the capacity to protect Subscriber's own interests in connection with Subscriber's proposed investment in the Interests.

(e) Subscriber acknowledges that all documents, records, and books pertaining to the Series have been made available for inspection by Subscriber. Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the representatives of the Manager, concerning the terms and conditions of this offering, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense by the Manager. All such questions have been answered to the full satisfaction of Subscriber.

(f) Subscriber is an “Accredited Investor” as defined in Rule 501 of Regulation D promulgated under the Securities Act, and its commitment to all speculative investments is reasonable in relation to its net worth. The Subscriber has recently provided the Manager verification materials that demonstrate its status as an Accredited Investor and attests that such information will continue to be true and correct on the applicable Closing Date, and the Subscriber agrees that it will provide any such additional information as the Manager may require in connection with the Subscriber’s Interest during the term of the relevant Series. The undersigned will inform the Series promptly at such time as the undersigned is no longer an “Accredited Investor.” Subscriber has completed the Investor Certification attached as Schedule A.

(g) If Subscriber is a “qualified purchaser” as defined Section 2(a)(51) of the Investment Company Act of 1940, Subscriber has completed the Qualified Purchaser section of the Investor Certification attached as Schedule A hereto, and agrees to notify the Manager immediately in the event that any answers provided on Schedule A should change or cease to be true and accurate.

(h) Subscriber has completed the Bad Actor Questionnaire attached as Schedule B hereto, and agrees to notify the Manager immediately in the event that any answers provided on Schedule B should change or cease to be true and accurate.

(i) Subscriber understands that no federal or state agency or securities exchange has recommended or endorsed the purchase of the Interests.

(j) Subscriber recognizes that, prior to this offer, there has been no public market for the Interests and that, after this offering, there will be no public market for the Interests. In addition, Subscriber understands that the transferability of the Interests is restricted, and Subscriber cannot expect to be able to liquidate its investment in case of an emergency.

(k) Subscriber understands that adverse market, economic, or regulatory events may occur that could lead to a partial or total failure of the Series, resulting in a partial or total loss of Subscriber’s investment in the Series. Subscriber confirms that no representations or warranties have been made to Subscriber, and that Subscriber has not relied upon any representation or warranty in making or confirming its subscription.

(l) The information heretofore provided to the Manager by Subscriber as to Subscriber (including the information in the Confidential Purchaser Questionnaire) is true and correct as of the date hereof, and Subscriber agrees to advise the Manager prior to the Manager’s acceptance of this Subscription Agreement of any material change in any such information.

(m) Subscriber acknowledges receipt of that certain confidential private placement memorandum dated April 16, 2021, as supplemented by the Supplements and Series Designations applicable to the relevant Series (the “Memorandum”), which includes a set of risk factors and conflicts of interest with respect to the Series, the Manager, the offering and the Interests (the “Risk Factors”). Subscriber has carefully reviewed the Memorandum and Risk Factors and has discussed with the Manager any questions the Subscriber may have had with respect thereto. Subscriber understands: (i) the risks involved in this offering, including the speculative nature of the investment; (ii) the financial hazards involved in this offering, including the risk of losing Subscriber’s entire investment; (iii) the lack of liquidity and restrictions on transfers of the Interests; and (iv) the tax consequences of this investment. Subscriber has consulted with Subscriber’s own legal, accounting, tax, investment and other advisors with respect to the tax treatment of an investment by Subscriber in the Interests and in the Series and the merits and risks of an investment in the Interests and in the Series. Further, Subscriber understands the fees and expenses associated with the Interests, including, but not limited to, the Management Fee, the Fund Expenses, additional amounts payable in connection with certain closings subsequent to the Initial Closing Date, and the annual administrative fee, as well as the Carried Interest allocable to the Manager. Subscriber understands that the entire Management Fee will generally be paid to the Manager upfront upon the issuance of the relevant Interest, and neither the annual administrative fee nor any additional amounts shall be part of the Member’s Capital Commitment and Capital Contributions to the relevant Series and will be disregarded for the calculations of Carried Interest and return of capital.

(n) Subscriber has kept and will continue to keep all information disclosed in connection with the offering of the Interests, including without limitation the information in the Memorandum and Risk Factors, in strict confidence, and Subscriber agrees only to disclose such information to its accountants, attorneys or other professional advisors to the extent necessary to evaluate the investment in the Interests. The same standard of confidentiality is expected from all such accountants, attorneys and other professional advisors who have received such information.

(o) Each Subscriber is either: (i) an individual over the age of 21 (or the age of majority in the Subscriber’s jurisdiction) or (ii) an entity not formed or reorganized for the specific purpose of acquiring or holding the Interests. Subscriber is a resident at the address set forth on the signature page to this Agreement and has no present intent of changing such residency. If Subscriber’s residence or principal place of business changes before Subscriber purchases said Interests and before the Interests is delivered to Subscriber, Subscriber covenants and agrees to promptly notify the Manager.

(p) When executed by Subscriber, this Subscription Agreement (including these representations and warranties) will constitute a valid and binding obligation of Subscriber, enforceable in accordance with its terms. Subscriber, if not an individual, is empowered and duly authorized to enter into this Subscription Agreement under any governing documents, partnership agreements, operating agreements, trust instruments, pension plans, charters, certificates of incorporation, bylaw provisions or the like. The person, if any, signing this Subscription Agreement on behalf of Subscriber is empowered and duly authorized to do so by Subscriber’s

governing document or trust instrument, charter, certificate of incorporation, bylaw provision, board of directors or shareholder resolution, or the like.

(q) In agreeing to acquire the Interests as provided herein, Subscriber agrees to become a party to that certain Operating Agreement, including each applicable Series Designation, which, among other things, contains certain restrictions on the transfer of the Interests. Additionally, Subscriber represents and acknowledges that Subscriber has been granted access to and has had the opportunity to review information relating to the Series and the terms and conditions of investment in the Interests, as well as such other information as Subscriber deems necessary or appropriate, as a prudent and knowledgeable investor, in evaluating the merits and risks of an investment in a Series.

(r) Subscriber also understands that neither the Company nor any Series will be registered as an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”), and that none of the Manager, its affiliates nor their members, nor any other person or entity selected by the Manager to act as agent of the Company or any Series with respect to managing the affairs of the Company or any Series, will be registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

(s) Subscriber recognizes that: (i) an investment in a Series involves certain risks, as described in the Memorandum, (ii) the undersigned will not directly hold an interest in the portfolio companies held by any Series, (iii) the Interests in the Company with respect to each Series will be subject to certain restrictions on transferability as described in the Operating Agreement and (iv) as a result of the foregoing, the marketability of the Interests will be severely limited. The undersigned agrees that the undersigned will not transfer, sell or otherwise dispose of the Interests in any manner that will violate the Operating Agreement, the Securities Act or any state securities laws or subject the Company to regulation under the Investment Company Act or the Advisers Act, the rules and regulations of the Securities and Exchange Commission or the laws and regulations of the State of Delaware or any other federal, state or municipal authority having jurisdiction thereof.

(t) The undersigned is aware that: (i) none of the Company nor any Series has any financial or operating history, and any portfolio company held by a Series should be expected to have no or limited financial or operating history; (ii) the Manager will receive substantial compensation in connection with the management of the Company, each Series, and any portfolio company; (iii) no federal, state, local or foreign agency has passed upon the Interests or made any finding or determination as to the fairness of this investment or of an investment in any portfolio company; (iv) the Subscriber is not entitled to cancel, terminate or revoke this subscription or any of the powers conferred herein; (v) the Manager may accept this Subscription in whole or in part; and (vi) investment returns set forth in the Memorandum or in any supplemental letters or materials thereto are not necessarily comparable to the returns, if any, which may be achieved on investments made by the Series.

(u) Except as disclosed to the Manager in writing, no part of the funds used by the undersigned to acquire the Interests constitutes assets of any “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended



(“ERISA”), or other “benefit plan investor” as such term is defined in U.S. Department of Labor Reg. §2510.3-101 et seq. (except for individual retirement accounts (“IRAs”) or assets allocated to any insurance company separate account or general account in which any such employee benefit plan or benefit plan investor (or related trust) has any interest (any such purchaser using such assets being referred to herein as a “Benefit Plan Investor”). If the undersigned is a Benefit Plan Investor or IRA, neither the Manager nor any of its affiliates acted as a “fiduciary” within the meaning of Section 3(21) of ERISA with respect to the purchase of the Interests by the undersigned and, if the undersigned is a Benefit Plan Investor or IRA, the purchase of such Interests have been duly authorized in accordance with the governing documents of such Benefit Plan Investor or IRA. If the undersigned is a partnership, a limited liability company treated as a partnership for United States federal income tax purposes, a grantor trust (within the meaning of §§671-679 of the United States Internal Revenue Code of 1986, as amended (the “Code”)) or an S corporation (within the meaning of Code §1361) (each, a “flow-through entity”), the undersigned represents and warrants that either: (i) no person or entity will own, directly or indirectly through one or more flow-through entities, an interest in the undersigned such that more than 40% of the value of such person’s or entity’s interest in the undersigned is attributable to the undersigned’s investment in the Series; or (ii) if one or more persons or entities will own, directly or indirectly through one or more flow-through entities, an interest in the undersigned such that more than 40% of the value of such person’s or entity’s interest in the undersigned is attributable to the undersigned’s investment in the Series, neither the undersigned nor any such person or entity has or had any intent or purpose to cause such person (or persons) or entity (or entities) to invest in the Series indirectly through the undersigned in order to enable the Company to qualify for the 100-partner safe harbor under Treasury Regulation §1.7704-1(h).

(v) The Subscriber certifies that neither it nor any of its affiliates is a party to any financial instrument or contract (other than this Subscription Agreement, the Operating Agreement and any side letter) the value of which is determined in whole or in part by reference to the Company or any Series (including the amount of distributions by the Company or any Series, the value of any Company or Series assets or the results of the Company or Series operations) and that is treated as an interest in the Company or any Series under Treasury Regulation § 1.7704-1(a)(2)(i)(B).

(w) Subscriber certifies that it is a “United States person” as defined in Section 7701(a)(30) of the Code, the Subscriber will complete and return with this Subscription Agreement a completed and validly executed IRS Form W-9 and the Subscriber agrees to notify the Manager within thirty (30) days of any change in its status as a “United States person.” The Subscriber further certifies that it will: (i) execute properly and provide to the Company or applicable Series or, within thirty (30) days of written request by the Manager (or any affiliate thereof), any other tax documentation or information that may be reasonably required by the Manager (or an affiliate thereof) in connection with the operation of the Company, any Series or any entity in which the Company or any Series invest to comply with applicable laws and regulations (including, but not limited to, the name, address and taxpayer identification number of any “substantial U.S. owner” (as defined in the Code) of the Subscriber or any other document or information requested by the Manager (or an affiliate thereof) in connection with the Company, any Series or any entity in which the Company or any Series invest, complying with FATCA and/or any intergovernmental agreement entered into in connection with the implementation of FATCA, or required to reduce

or eliminate any withholding tax directly or indirectly imposed on or collected by or with respect to the Company, any Series or any entity in which the Company or any Series invest, and (ii) execute and properly provide to the Company and any Series, within thirty (30) days of written request by the Manager (or an affiliate thereof), any tax documentation or information that may be requested by the Manager (or any affiliate thereof).

(x) If the Subscriber is a corporation, partnership, trust or other entity, it represents that the equity owners of the Subscriber share in the profits and losses of all investments of the Subscriber in the same way on the basis of their proportional ownership, and do not have non-*pro rata* interests in specified investments of the Subscriber. The Subscriber further represents that based on most recent valuations available, the Subscriber's investment in the Series constitutes less than 40% of its net assets and the Subscriber agrees to notify the Manager at the end of any quarter that its investment in a Series exceeds 40% of the Subscriber's net assets.

(y) Subscriber acknowledges that the Manager seeks to comply with all applicable anti-money laundering laws and regulations. In furtherance of these efforts, the undersigned represents, warrants and agrees that: (i) no part of the funds used by the undersigned to acquire the Interests or to satisfy its capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations; and (ii) no capital commitment, contribution or payment to the Company or Series by the undersigned and no distribution to the undersigned shall cause the Company, any Series or the Manager to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended, and the United States Department of the Treasury Office of Foreign Assets Control regulations. The undersigned acknowledges and agrees that, notwithstanding anything to the contrary contained in the Operating Agreement, any side letter or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company, the Series and the Manager may prohibit additional capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Interests, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company, any Series, the Manager, their affiliates, or any other person or entity in connection therewith.

(z) If a natural person (or an entity that is an "alter ego" of a natural person (e.g., a revocable grantor trust, an individual retirement account or an estate planning vehicle)), the undersigned has received and read a copy of the privacy notice with respect to the Manager's collection and maintenance of non-public personal information regarding the undersigned.

(aa) The Manager has retained Thompson Hine LLP (the "Firm") as legal counsel in connection with the formation of the Company and each Series and as legal counsel in connection with the management and operation of the Company and each Series, including making, holding and disposing of investments, and the Firm will not represent the undersigned or any other investor of the Company in connection with the formation of the Company, formation of any Series, the offering of the Interests, the management and operation of the Company or any Series, or any dispute which may arise between any investor on one hand and the Manager and/or the

Company/Series on the other hand. The undersigned will, if it wishes counsel with respect to such a legal matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel.

(bb) If so accepted, this Subscription Agreement: (i) will be binding upon the undersigned's heirs, successors, legal representatives and assigns, (ii) may not be canceled, terminated or revoked by the undersigned, and (iii) will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware).

(cc) Subscriber understands and agrees that the subscription set forth herein will not be binding upon any Series until it is accepted by the Manager in writing, that acceptance of any or all subscriptions is within the sole discretion of the Manager and that the Manager may choose to accept or reject any or all subscriptions, in whole or in part, including this subscription, for any reason or no reason, in its sole discretion.

### **3. INDEMNIFICATION**

Subscriber hereby agrees to indemnify and hold harmless the Company, each Series, the Manager and their affiliates, and the directors, managers, members, officers, employees and agents of the Company, each Series and the Manager from any and all loss, damage, liability, expenses or costs (including attorneys' fees) due to, or arising out of: (a) any breach of any representation, warranty or agreement of Subscriber contained in this Subscription Agreement (b) any disposition or attempted disposition of the Interests contrary to any such representations, warranties or agreement or (c) any action, suit or proceeding based on a claim that any of such representations or warranties were inaccurate or misleading.

### **4. GOVERNING LAW AND INTERPRETATION**

This Subscription Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law principles. This Subscription Agreement, the Operating Agreement, the Series Designations, the Memorandum, the Series Supplements, any side letters, and the Confidential Purchaser Questionnaire constitute the full and entire agreement and understanding of the parties to this Subscription Agreement with respect to the subjects hereof and thereof, supersede all previous discussions and agreements, if any, of the parties hereto with respect to the subject matter of this Subscription Agreement. No party shall be liable for or bound in any other manner by any representations, warranties, covenants or agreements except as specifically set forth in this Subscription Agreement, the Operating Agreement, the Series Designations, the Memorandum, the Series Supplements and the Confidential Purchaser Questionnaire.

### **5. NOTICES**

All notices required or permitted under this Agreement will be given in writing to the party entitled to notice by one of the following methods of delivery, each of which for purposes of this Agreement is: (a) personal delivery; (b) certified mail, return receipt requested and postage

prepaid; (c) nationally recognized overnight courier, with all fees prepaid; (d) facsimile; or (e) e-mail. A notice is deemed received when delivered to the address set forth next to such Person's name on the then current Company cap table or the address specific on this Subscription agreement or such other address as a party furnished to the other party, as follows:

(a) If a notice is delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(b) If a notice is sent by facsimile, upon receipt by the party giving or making the notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressee's facsimile number.

(c) If a notice is sent by email, when such email is confirmed as sent by the email program used by the sender, provided that the recipient acknowledges receipt of such e-mail.

(d) If the Addressee rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice was given, then upon the rejection, refusal or inability to deliver.

The party giving the notice will pay all delivery costs.

## **6. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Agreement, any Addendum thereto or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties the same as if it were physically executed. The Member hereby consents to the use of any third-party electronic signature capture service providers as may be chosen by the Company. Neither a Manager nor any Member may raise the use of electronic mail or a fax machine or telecopier as a defense to enforcement of this Agreement or any amendment.

## **7. MISCELLANEOUS**

(a) Subscriber agrees not to transfer or assign this Subscription Agreement or any of Subscriber's interest herein, to any other person, and further agrees that the transfer or assignment of the Interests acquired pursuant hereto shall be made only in accordance with the provisions of this Subscription Agreement, the Operating Agreement, the Series Designations, the

Memorandum, the Series Supplements and the Securities Act and all applicable state securities laws.

(b) Within five days after the receipt of a written request from an officer of the Company, Subscriber agrees to provide such information and to execute and deliver such documents as reasonably may be necessary to comply with any and all laws and regulations to which the Company is subject.

(c) The representations and warranties of Subscriber set forth herein shall survive the sale of the Interests to Subscriber pursuant to this Subscription Agreement if this Subscription is accepted.

(d) Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders.

(e) Subscriber acknowledges that execution of this Subscription Agreement constitutes a valid and binding agreement. Subscriber agrees that Subscriber may not cancel, terminate, or revoke this Subscription Agreement (except as otherwise specifically permitted under applicable state securities laws), and that this Subscription Agreement shall survive the death or dissolution of Subscriber and shall be binding upon Subscriber's heirs, executors, administrators, successors, and assigns.

## **8. BLANKET SIGNATURE PAGE**

This Subscription Agreement is intended to be read and construed in conjunction with the Operating Agreement pertaining to the issuance by a Series of the Interests to Subscriber pursuant to the Memorandum. Accordingly, pursuant to the terms and conditions of this Subscription Agreement, the Operating Agreement and the applicable Series Designations, it is hereby agreed that the execution by the Subscriber of this Subscription Agreement, in the place set forth herein, shall constitute agreement to be bound by the terms and conditions hereof and, upon acceptance of this Subscription Agreement by the Manager, the terms and conditions of the Operating Agreement and the applicable Series Designations with the same effect as if each of such separate but related agreement were separately signed.

## **9. POWER OF ATTORNEY**

The Subscriber hereby irrevocably constitutes and appoints the Manager, each successor Manager, and each Operating Manager of the Manager, with full power of substitution, the true and lawful attorney-in-fact and agent of such Subscriber to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all in accordance with the terms of the Operating Agreement, the applicable Series Designations, all instruments, documents and certificates which may from time to time be required by any jurisdiction in which the Series conducts or plans to conduct its affairs, or any political subdivision or agency thereof to effectuate, implement and continue the valid existence and affairs of the Series, including the power and authority to verify, swear to, acknowledge, deliver, record and file:

(a) all instruments, documents and certificates to admit the Subscriber as a Member in accordance with the terms of the Operating Agreement (including by signing the Operating Agreement on behalf of the Subscriber);

(b) any and all other instruments as may from time to time be deemed necessary or appropriate by the Manager to carry out fully the provisions of this Subscription Agreement; and

(c) all such other instruments, documents and certificates as are referred to in Section 13.2 of the Operating Agreement.

**10. FORM OF OWNERSHIP**

Please indicate the form of ownership Subscriber desires for the Interests.

\_\_\_\_\_ Individual

\_\_\_\_\_ Joint Tenants with right of

\_\_\_\_\_ Tenants-in-Common

\_\_\_\_\_ Trust

\_\_\_\_\_ Corporation

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Partnership

[Signature Page Follows]

**BLANKET SIGNATURE PAGE TO  
SUBSCRIPTION AGREEMENT, OPERATING AGREEMENT AND SERIES  
DESIGNATION  
OF  
MAMMOTH PRIVATE CAPITAL, LLC**

Name in which Interests are to be issued: \_\_\_\_\_

Amount investing: \_\_\_\_\_

Signature

Signature (Spouse or IRA owner, if applicable)

Print or Type Name/Title

Print or Type Name/Title

\_\_\_\_\_  
Social Security Number/EIN\* (K-1 only provided to this Tax ID number)

\_\_\_\_\_  
Social Security Number/EIN

\_\_\_\_\_  
Residence Address:

\_\_\_\_\_  
Residence Address:

\_\_\_\_\_  
Executed via DocuSign on:

\_\_\_\_\_  
Executed via DocuSign on:

\_\_\_\_\_  
Mailing address, if different than address above:

**Accepted:** Mammoth Private Capital, LLC-  
Health and Tech Fund Series 4  
**By:** Mammoth Scientific, LLC  
**Its:** Manager  
**By:** \_\_\_\_\_  
**Thomas Martin, Operating Manager**

## PRIVACY NOTICE OF MAMMOTH SCIENTIFIC, LLC

**Our Commitment to Your Privacy:** We are sensitive to the privacy concerns of our individual investors. We have a policy of protecting the confidentiality and security of information we collect about you. We are providing you this notice to help you better understand why and how we collect certain personal information, the care with which we treat that information, and how we use that information.

**Sources of Non-Public Information:** In connection with forming and operating our private investment funds for our investors, we collect and maintain non-public personal information from the following sources:

- Information we receive from you in conversations over the telephone, in voicemails, through written correspondence, via e-mail, or on subscription agreements, investor questionnaires, applications or other forms, and
- Information about your transactions with us or others.

**Disclosure of Information:** We may disclose all of the personal information that we collect about our customers or former customers, as described above, as permitted by law. In addition, we may disclose all of the personal information we collect to companies that perform services on our behalf. Otherwise, we do not disclose any personal information that we collect about our customers or former customers to unaffiliated third parties (*i.e.*, parties not within our corporate family).

We may disclose such information, as permitted by law, among companies within our corporate family.

**Former Investors:** We maintain non-public personal information of our former investors and apply the same policies that apply to current investors.

**Information Security:** We consider the protection of sensitive information to be a sound business practice, and to that end we employ physical, electronic and procedural safeguards to protect your nonpublic personal information in our possession or under our control.

**Further Information:** We reserve the right to change our privacy policies and this Privacy Notice at any time. The examples contained within this notice are illustrations only and are not intended to be exclusive. This notice complies with the privacy provisions of the Gramm-Leach-Bliley Act. You may have additional rights under other foreign or domestic laws that may apply to you.



**SCHEDULE A: INVESTOR CERTIFICATIONS**

Please complete each investor certification below, in accordance with its instructions. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Subscription Agreement between Subscriber and the Series. Subscriber agrees to notify the Series immediately upon any change in circumstances that makes any of the information referred to in this Schedule A incorrect, incomplete or otherwise misleading.

**A. *Accredited Investor Certification.***

The Subscriber certifies that the Subscriber is as an “accredited investor” as defined in Regulation D under the Securities Act because the Subscriber is a(n):

**You must acknowledge at least 1 of the following.**

**Individuals**

\_\_\_\_\_ natural person whose individual net worth, or joint net worth with that person’s spouse or spousal equivalent, at the time of his purchase exceeds \$1,000,000. (For purposes of calculating net worth individuals should exclude the value of the primary residence and the related amount of indebtedness secured by the primary residence up to its fair market value. Indebtedness secured by the primary residence in excess of the value of the primary residence should be considered a liability and deducted from net worth. In addition, any increase in the amount of indebtedness secured by the primary residence in the 60 days prior to making the investment must be treated as a liability.)

\_\_\_\_\_ 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 or spousal equivalent 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.

\_\_\_\_\_ director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

\_\_\_\_\_ A “knowledgeable employee,” as defined in Rule 3c-5(a)(4) of the Investment Company Act of 1940, as amended (the “Investment Company Act”) (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

\_\_\_\_\_ A holder of one of the following licenses in good standing: the General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65);

### **Institutions**

\_\_\_\_\_ 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 whether acting in its individual or fiduciary capacity.

\_\_\_\_\_ broker or dealer registered pursuant to section 15 of the Securities Exchange Act.

\_\_\_\_\_ insurance company as defined in section 2(a)(13) of the Securities Act.

\_\_\_\_\_ investment company registered under the Investment Company Act or a business development company as defined in section 2(a)(48) of that act.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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.

\_\_\_\_\_ employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, 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 persons that are accredited investors.

\_\_\_\_\_ private business development company as defined in section 202(a)(22) of the Investment Advisers Act.

\_\_\_\_\_ 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 offered, with total assets in excess of \$5,000,000.

- \_\_\_\_\_ 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).
- \_\_\_\_\_ an investment adviser registered pursuant to section 203 of the Advisers Act or registered pursuant to the laws of a State;
- \_\_\_\_\_ an investment adviser relying on the exemption from registering with the U.S. Securities and Exchange Commission under section 203(l) or (m) of the Advisers Act;
- \_\_\_\_\_ a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- \_\_\_\_\_ a “family office,” as defined in rule 202(a)(11)(G)-1 of the Advisers Act (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
- \_\_\_\_\_ a “family client,” as defined in rule 202(a)(11)(G)-1 under the Advisers Act (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (b)(15) of such act and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (b)(15)(iii) of such act.
- \_\_\_\_\_ entity in which all of the equity owners are accredited investors.  
*(if this option is selected, each beneficial owner needs to complete a separate questionnaire)*

### Investment Companies

The Subscriber certifies that it is an Investment Company registered under the Investment Company Act or is exempt from registration under Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act:

\_\_\_\_\_ True                      \_\_\_\_\_ False

#### ***B. Qualified Purchaser Certification.<sup>2</sup>***

The Subscriber certifies that the Subscriber is a “qualified purchaser.” **You must also select at least one of (a)-(d) below, to indicate how you qualify as a qualified purchaser.**

\_\_\_\_\_ Subscriber is a “qualified purchaser” as defined in Section 2(a)(51) under the Company Act, and comes within the following category or categories under Section 2(a)(51):

\_\_\_\_\_ (a) a natural person (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under Section 3(c)(7) of the Company Act with that person’s qualified purchaser spouse) who owns not less than \$5,000,000 in investments, as defined by the SEC;

\_\_\_\_\_ (b) a company that owns not less than \$5,000,000 in investments, as defined by the SEC, and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons (a “Family Company”).

*If Subscriber has selected this item, and the Family Company is a trust that can be amended or revoked by the grantors at any time, each grantor must complete a copy of this Investor Certification Question B and make representations relating to the “qualified purchaser” status of such grantor.*

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<sup>2</sup> For tax, legal or regulatory reasons, the Manager may create and offer certain parallel Series Interests, the structure and terms of which may differ from that of a related Series, but which will invest proportionately in all transactions on effectively the same terms and conditions as the other Series to the extent permitted by law. A Subscriber does not need to be a Qualified Purchaser in order to invest in the Company. However, the Subscriber does need to satisfy certain other standards. Depending on the number and dollar value of subscriptions received by the Company and the nature of potential Subscribers, the Manager may determine to form a parallel Series. Each Series would be established in order to accommodate all interested Subscribers while complying with various regulatory requirements under the Investment Company Act. Qualified Purchasers may be placed in a parallel Series, or their Interests may be transferred at the discretion of the Manager. Each parallel Series would have the same structure and economics and each Series will invest alongside any parallel Series in each investment made by the Company, with each Series investing pro rata based on the total investment to be made and the total amount in each Series.

\_\_\_\_\_ (c) a trust that is not covered by (b) and that was not formed for the specific purpose of acquiring Interests in the Series, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in (a), (b) or (d).

*If Subscriber has selected this item, each trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, must complete a copy of this Investor Certification Question B and make representations relating to the “qualified purchaser status” of such person.*

\_\_\_\_\_ (d) a person, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in investments, as defined by the SEC.

\_\_\_\_\_ (e) a company, each beneficial owner of the securities of which is a qualified purchaser.

*If Subscriber has selected this item, each beneficial owner of Subscriber must complete a copy of this Investor Certification Question B and make representations relating to the “qualified purchaser” status of such equity owner.*

### **C. Freedom of Information Act Obligation.**

The Subscriber certifies that it is subject to a Freedom of Information Act Obligation:

True

False

For purposes of this question, "Freedom of Information Act Obligation" or "FOIA Obligation" shall mean an obligation arising under a "freedom of information," "sunshine," "public records" or similar law to make available to the public (or to a member of the public upon request) any information relating to the Partnership or any Portfolio Company (including information relating to the terms of the Partnership Agreement, the Partnership's investment performance, or the identity or value of any Portfolio Company). Without limitation on the preceding sentence, a FOIA Obligation shall be deemed to exist if such an obligation to make information available does not currently apply, but would be triggered by a request duly made pursuant to any "freedom of information," "sunshine," "public records" or similar law. In the event of a conflict between the Partnership Agreement and this Subscription Agreement concerning the meaning of FOIA Obligation, the Partnership Agreement shall control.

**BAD ACTOR QUESTIONNAIRE**

Note: Capitalized terms not defined herein shall have the meanings given to them in the Partnership Agreement.

Subscriber represents that each of the following are true:

(a) Subscriber has not, within the last ten (10) years, been convicted of a felony or misdemeanor, in the United States, (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the Securities and Exchange Commission (“SEC”) or (iii) 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;

(b) Subscriber is not currently subject to any order, judgment or decree of any court of competent jurisdiction, entered in the last five (5) years, that restrains or enjoins Subscriber from engaging in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of a false filing with the SEC or (iii) 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;

(c) Subscriber is not currently subject to a “final order”<sup>3</sup> of a state securities commission (or an agency or 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 National Credit Union Administration, or the Commodity Futures Trading Commission (“CFTC”), that (i) bars Subscriber from: (A) association with an entity regulated by such commission, authority, agency, or officer; (B) engaging in the business of securities, insurance, or banking; or (C) engaging in savings association or credit union activities; or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct within the last ten (10) years;

(d) Subscriber is not currently subject to an order of the SEC pursuant to Section 15(b) or 15B(c) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or Section 203(e) or (f) of the Investment Advisers Act of 1940, as amended (the “Advisers Act”) that (i) suspends or revokes Subscriber’s registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on Subscriber’s activities, functions or operations or (iii) bars Subscriber from being associated with any entity or from participating in the offering of any penny stock;

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<sup>3</sup> The term “final order” means a written directive or declaratory statement issued by a federal or state agency pursuant to applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency. A final order may still be subject to appeal and otherwise meet this definition.

(e) Subscriber is not currently subject to any order of the SEC, entered in the last five (5) years, that orders subscriber to cease and desist from committing or causing a violation or future violation of: (i) any scienter-based anti-fraud provision of the federal securities laws (including without limitation Section 17(a)(1) of the Securities Act of 1933, as amended (the “Securities Act”), Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder) or (ii) Section 5 of the Securities Act.

(f) Subscriber is not currently suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(g) Subscriber has not filed as a registrant or issuer, or have not been named as an underwriter in, a registration statement or Regulation A offering statement filed with the SEC that, within the last five (5) years, (i) was the subject of a refusal order, stop order, or order suspending the Regulation A exemption or (ii) is currently the subject of an investigation or proceeding to determine whether such a stop order or suspension order should be issued; and

(h) Subscriber is not subject to (i) a United States Postal Service false representation order entered into within the last five (5) years, or (ii) 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.

By checking the following box, Subscriber confirms that all of the above representations made under this Schedule are true and correct with respect to Subscriber as the investor and, if Subscriber is submitting this agreement on behalf of an entity, with respect to each person (whether an individual or an entity) that controls such entity (whether through ownership of voting securities or otherwise).

If Subscriber cannot confirm all of the statements under this Schedule by checking the box above, by checking the following box, Subscriber: (i) confirms that Subscriber has obtained a waiver from disqualification under Rule 506(d) of Regulation D under the Securities Act either (A) from the SEC or (B) from the court or regulatory authority that entered the relevant order, judgment or decree and (ii) agrees to submit information about the relevant disqualifying event and evidence of the waiver to the Manager together with this Subscription Agreement.

If Subscriber cannot confirm all of the foregoing matters, please contact the Manager with a detailed explanation. Failure to respond will result in Subscriber’s subscription being rejected. If there is a change in circumstances that would result in a change in Subscriber’s confirmation of any of the foregoing matters, please promptly notify the Manager of such change.

**ACH AUTHORIZATION FORM FOR MEMBER DISTRIBUTION DEPOSITS**

MAMMOTH SCIENTIFIC, LLC

I hereby authorize MAMMOTH SCIENTIFIC, LLC (the “Manager”) to electronically credit the account set forth below. This is for all distributions and credits payable to the Member as described in the Confidential Private Placement Memorandum of the Company, the Operating Agreement of the Company, and the respective Series Designation(s), in each case, as may be amended from time to time (the “Fund Documents”).

I understand that this authorization will remain in full force and effect until I notify the Manager in writing that I wish to revoke this authorization or until I am no longer a Member of the Fund for any reason. I understand that the Manager requires at least 30 calendar days’ prior written notice to cancel this authorization. I agree to notify the Manager immediately in the event of any change to the account information provided below.

I agree that ACH transactions I have authorized hereby comply with applicable law.

Vendor Name: Mammoth Scientific, LLC

Company Mailing Address: 5651 Coventry Lane, Suite 306, Fort Wayne, IN 46804

**INVESTOR BANK ACCOUNT INFORMATION:**

Name(s) on the Account:

Bank Name:

Account Number:

Routing Number:

Type of Account:

Email address(es) for receiving notice of distributions:

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ACH AUTHORIZATION FOR THE ANNUAL ADMINISTRATIVE FEE**

MAMMOTH SCIENTIFIC, LLC

I hereby authorize MAMMOTH SCIENTIFIC, LLC (the “Manager”) to electronically debit the account set forth below in the amount of \$500.00 on the date I am accepted as a Member and thereafter the annual administrative fee will be payable annually during the first quarter of each year that I am a Member in a Health and Tech Fund Series of Mammoth Private Capital, LLC (the “Fund”), a segregated series of Mammoth Private Capital, LLC (the “Company”). This fee is the annual administrative fee as described in the Confidential Private Placement Memorandum of the Fund, the Operating Agreement of the Company, and the Series Designation of the Fund, in each case, as may be amended from time to time (the “Fund Documents”).

I understand that this authorization will remain in full force and effect until I notify the Manager in writing that I wish to revoke this authorization or until I am no longer a Member of the Fund for any reason. I understand that the Manager requires at least 30 calendar days’ prior written notice to cancel this authorization. If the administrative fee is not paid as owed by the Member, the Manager may offset the Member’s distribution(s) by any unpaid balance plus interest accruing at the maximum rate allowable by the Member’s state of residence commencing at the due date. I agree to notify the Manager immediately in the event of any change to the account information provided below.

I agree that ACH transactions I have authorized hereby comply with applicable law.

Vendor Name: Mammoth Scientific, LLC

Company Mailing Address: 5651 Coventry Lane, Suite 306, Fort Wayne, IN 46804

INVESTOR BANK ACCOUNT INFORMATION: Use same account as deposit account? Yes \_\_\_ No \_\_\_

Name(s) on the Account:

Bank Name:

Account Number:

Routing Number:

Type of Account:

Email address(es) for receiving notice of payment:

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_