

RIVERWALK VENTURES FUND, LP

Limited Partnership Interests

SUBSCRIPTION BOOKLET

**IN THE EVENT YOU DECIDE NOT TO PURCHASE A LIMITED
PARTNERSHIP INTEREST PURSUANT TO THIS OFFERING,
PLEASE PERMANENTLY DELETE ALL ELECTRONIC COPIES OF THE
CONFIDENTIAL MEMORANDUM
(TOGETHER WITH ALL AMENDMENTS THEREOF AND SUPPLEMENTS
THERE TO) AND THIS SUBSCRIPTION BOOKLET AND RETURN ALL PRINTED
COPIES TO:**

**Riverwalk Capital Ventures GP, LLC
123 North Wacker Drive, Suite 2300
Chicago, IL 60606**

SUBSCRIPTION INSTRUCTIONS

1. Please complete, date and sign the Subscription Agreement and the accompanying exhibits, if applicable. Retain a copy for your records and deliver the original signed copy to:

Riverwalk Ventures Fund, LP
c/o Riverwalk Capital Ventures GP, LLC
123 North Wacker Drive, Suite 2300
Chicago, IL 60606
Phone: 630.984.8044
E-Mail: info@riverwalkcap.com

2. In completing the Subscription Agreement, please pay special attention to the following sections:

- (i) Please complete Part IV if you are executing this Subscription Agreement as a nominee;
- (ii) Please complete Part V to indicate if you are a U.S. or foreign person; and
- (iii) Please complete Part VII if you are an employee benefit plan.

3. Please sign the signature page and complete Exhibit A by providing all required information.

4. Please complete the Investor Questionnaire annexed as Exhibit B.

5. Please review our Privacy Notice annexed as Exhibit C.

6. Formidium will conduct anti-money laundering (AML) and know your customer (KYC) investor due diligence and identity verification. As part of this, certain documentation may be requested of an individual subscriber and/or a partnership, corporation, trust, or other entity.

If a subscription is not accepted, any funds wired by you to the Partnership will be returned to you without interest as soon as practicable after it is rejected by the General Partner.

IF YOU HAVE ANY QUESTIONS REGARDING ANY OF THE ABOVE (INCLUDING COMPLETION OF THE SUBSCRIPTION AGREEMENT AND EXHIBITS), PLEASE CONTACT THE PARTNERSHIP'S GENERAL PARTNER, RIVERWALK CAPITAL VENTURES GP, LLC AT 630.984.8044 OR INFO@RIVERWALKCAP.COM.

ADDITIONAL QUESTIONS, PARTICULARLY REGARDING THE ONLINE INVESTOR PORTAL, CAN BE DIRECTED TO THE FUND ADMINISTRATOR, FORMIDIUM AT:

Formidium Corp.
633 Rogers St, Suite 106
Downers Grove, IL 60515
Telephone: +1 630 828 3520
Fax: +1 630 642 5338
Email: investor.support@formidium.com

RIVERWALK VENTURES FUND, LP
SUBSCRIPTION AGREEMENT

Riverwalk Capital Ventures GP, LLC
123 N. Wacker Dr., Suite 2300
Chicago, IL 60606
Phone: 630.984.8044
Email: info@riverwalkcap.com

Ladies and Gentlemen:

The undersigned (the “**Subscriber**”) desires to subscribe for and purchase a limited partnership interest (“**Partnership Interest**”) to be issued by Riverwalk Ventures Fund, LP (the “**Partnership**”), a limited partnership organized under the laws of the State of Delaware. The Partnership Interest will be issued in the manner and subject to the terms and conditions set forth in this Subscription Agreement, including the confirmation form, exhibits and schedules appended hereto (the “**Subscription Agreement**”), and in the Confidential Private Placement Memorandum of the Partnership, including the Supplement(s) thereto, as amended and supplemented through the date hereof (the “**Memorandum**”).

In furtherance of the foregoing, and in order to induce the Partnership to accept the Subscriber’s subscription, the Subscriber agrees as follows (unless otherwise defined, capitalized terms used herein are used as defined in the Memorandum):

PART I - GENERAL REPRESENTATIONS AND COVENANTS

1. Subject to the acceptance of this subscription by Riverwalk Capital Ventures GP, LLC (the “**General Partner**”) on behalf of the Partnership, Subscriber hereby irrevocably subscribes for and agrees to purchase a Partnership Interest for the total subscription amount indicated on Exhibit A attached hereto.

2. Subscriber represents and warrants to the Partnership that:

(a) If a corporation or other entity, the Subscriber (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and was not formed for the specific purpose of acquiring an interest in the Partnership; (ii) the Subscriber has full power and authority to enter into and perform this Agreement and the Amended and Restated Limited Partnership Agreement of the Partnership, as amended and supplemented through the date hereof (the “**Partnership Agreement**”); (iii) this Agreement and the Partnership Agreement constitute valid and binding obligations on the Subscriber’s part, enforceable against the Subscriber in accordance with their respective terms; and (iv) the execution, delivery and performance of this Agreement and the Partnership Agreement by the Subscriber have been authorized by all necessary corporate or other action on the Subscriber’s part, and will not violate any contract, restriction or commitment of or applicable to the Subscriber or any of its affiliates, or to the best of the Subscriber’s knowledge, any applicable law or government regulation;

(b) It is acquiring the Partnership Interest for its own account for investment and not with a view to resale, transfer or other disposition thereof in whole or in part;

(c) It (or the person making the investment decision on behalf of the Subscriber) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this investment;

(d) It has received a copy of, read and understands the Memorandum (bearing the copy number indicated on Exhibit A attached hereto) and understands that there are substantial risks involved in an investment in the Partnership. It also has had an opportunity to review the Partnership Agreement and has had an opportunity to ask questions of and receive answers from the General Partner concerning the Partnership, and the terms and conditions of this offering, and to obtain such additional information as it considers necessary to appropriately evaluate an investment in the Partnership;

(e) It realizes that because of the inherently speculative nature of an investment program of the kind engaged in by the Partnership (as described in the Memorandum), the results of the Partnership's operations may be expected to vary from month-to-month and from period-to-period and will generally involve a high degree of financial and market risk that can result in a complete loss of its investment in the Partnership. Its acquisition of a Partnership Interest is based upon its own analysis of the benefits to it of an investment in the Partnership; it is and will be able to bear the economic risk of its investment in a Partnership Interest for an indefinite period of time and its investment in the Partnership will not adversely affect its overall need for diversification and liquidity;

(f) All legal and tax advice, registrations, declarations or filings with, or licenses, approvals or authorizations of, any legislative body, governmental department or other governmental authority, necessary or appropriate in connection with its investment in the Partnership have been obtained or complied with;

(g) It understands (i) the investment objective and policies of the Partnership, (ii) the manner in which profits and losses will be allocated, and (iii) the method of compensating the General Partner described in the Partnership Agreement and/or the Memorandum and the various risks associated therewith, including the risk of creating an incentive for the General Partner to make investments that are more risky and speculative than would be the case in the absence of such compensation and permitting the General Partner to receive compensation on the basis of unrealized appreciation as well as realized gains in the Partnership's securities, which will be valued for all purposes solely by the General Partner; and

(h) It understands that the General Partner, in its absolute discretion, may require a Limited Partner to withdraw from the Partnership, in whole or in part (as described in the Memorandum). Further, it understands the limited withdrawal rights granted to the Limited Partners.

3. The Subscriber hereby acknowledges, understands and agrees that the Partnership is not registered under the Investment Company Act of 1940, as amended (the "**Investment Company Act**"), and the Partnership Interests are not registered for sale to the public under the

Securities Act of 1933, as amended (the “**Securities Act**”), or the laws of any state or other jurisdiction. The Subscriber understands that the Partnership Interests have not been registered under the Securities Act in reliance on an exemption thereunder for transactions not involving a public offering, and will not be so registered. The Subscriber shall not permit any other person to have a beneficial interest in the Subscriber’s Partnership Interest, and the Subscriber shall not sell, assign, transfer, convey or encumber or otherwise dispose of all or any portion of the Subscriber’s Partnership Interest without the consent of the General Partner and only in accordance with the Partnership Agreement. The Subscriber agrees that Subscriber’s Partnership Interest will not be sold, transferred or otherwise disposed of except in accordance with the Partnership Agreement and in compliance with the registration requirements of the Securities Act and applicable state securities or “blue sky” laws, unless an exemption from registration under the Securities Act or such state laws is available.

4. The Subscriber, if not a natural person, hereby certifies that, except as otherwise described in this Subscription Agreement, it was not formed for the specific purpose of investing in the Partnership.

5. The Subscriber hereby agrees to become a Limited Partner in the Partnership on the terms and conditions set forth in the Partnership Agreement. The Subscriber hereby ratifies, adopts, accepts and agrees to be bound by all of the terms and provisions of the Partnership Agreement and to perform all obligations therein imposed upon a Limited Partner with respect to the Partnership Interest purchased. Upon acceptance of this Subscription Agreement by the General Partner, and by virtue of the Subscriber’s execution of this Agreement, the Subscriber shall be deemed to have executed the Partnership Agreement and shall become a Limited Partner of the Partnership.

6. The Subscriber is entering into this Subscription Agreement relying solely on the facts and terms set forth in this Subscription Agreement, the Memorandum and the Partnership Agreement, all of which were received by the Subscriber prior to executing this Agreement, and neither the General Partner nor any other person or entity has made any representations of any kind or nature to induce the Subscriber to enter into this Subscription Agreement or the Partnership Agreement, except as specifically set forth in the Memorandum. The Subscriber is not relying on the General Partner or the Memorandum with respect to the individual or Partnership tax consequences associated with an investment in the Partnership.

7. The Subscriber, if a corporation, partnership or trust, hereby represents that no more than 24.9% of the value of any class of equity interests in the Subscriber is held by benefit plan investors within the meaning of the U.S. Department of Labor Final Regulation Relating to the Definition of Plan Assets, 29 CFR Parts 2509, 2510 and 2550.

8. The Subscriber has not been subject to any event specified in Rule 506(d)(1) of the Securities Act or any proceeding or event that could result in any such disqualifying event (“**Disqualifying Event**”) that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of the Partnership’s use of the Rule 506 exemption. The Subscriber will immediately notify the General Partner in writing if the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof,

the Subscriber agrees and covenants to use its best efforts to coordinate with the General Partner to (a) provide documentation as reasonably requested by the General Partner related to any such Disqualifying Event and (b) implement a remedy to address the Subscriber's changed circumstances such that the changed circumstances will not affect in any way the Partnership's or its affiliates' ongoing and/or future reliance on the Rule 506 exemption under the Securities Act. The Subscriber acknowledges that, at the discretion of the General Partner, such remedies may include, without limitation, the waiver of all or a portion of the Subscriber's voting power in the Partnership and/or the Subscriber's withdrawal from the Partnership through the transfer or sale of its Partnership Interest. The Subscriber also acknowledges that the General Partner may periodically request assurance that the Subscriber has not become subject to a Disqualifying Event at any date after the date hereof, and the Subscriber further acknowledges and agrees that the General Partner shall understand and deem the failure by the Subscriber to respond in writing to such requests to be an affirmation and restatement of the representations, warranties and covenants in this Section.

9. The Subscriber represents that the information contained in the Exhibits attached hereto is complete and accurate as of the date hereof and may be relied upon by the Partnership. The Subscriber further represents that it will notify the Partnership immediately of any adverse change in any of such information which may occur prior to the acceptance of its subscription and will promptly send the Partnership written confirmation thereof.

10. The Subscriber understands that the Partnership may require other documentation in addition to this Subscription Agreement or at any time change the minimum subscription requirements, and the Partnership reserves the right to request such documentation or impose such minimums prior to deciding whether or not to accept this subscription.

11. The Subscriber understands that the Partnership or its agent will inform the Subscriber whether this subscription has been accepted. The Subscriber acknowledges that the General Partner reserves the right to reject in its absolute discretion this and any other subscription in whole or in part.

12. If this subscription is not accepted, the Partnership shall as soon as practicable return any funds transferred by the Subscriber without interest at the expense and risk of the Subscriber and this Subscription Agreement and any other documents delivered by the Subscriber may be destroyed by the Partnership.

PART II - INVESTMENT COMPANY ACT REPRESENTATIONS

13. The Subscriber understands that the Partnership will not register under the Investment Company Act pursuant to exemptions available to private investment companies that do not presently propose to make a public offering of their securities within the United States.

In connection with matters relating to the Investment Company Act, the Subscriber hereby certifies that, except as indicated below in the section captioned "Exceptions:"

- (i) it is acquiring the Partnership Interest for its own account and not for the account of any other person;

- (ii) it was not formed for the purpose of investing in the Partnership and does not invest more than 40% of its total assets in any single entity, including the Partnership, which is excluded from the definition of an investment company solely by reason of Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;
- (iii) it was not formed for the purpose of investing in the Partnership, nor did or will the shareholders, partners or grantor, as the case may be, of the Subscriber entity contribute additional capital for the purpose of purchasing the Partnership Interest;
- (iv) its shareholders, partners, beneficiaries or members are not permitted to opt in or out of particular investments made by the Subscriber, and each such person participates in all investments made by the Subscriber pro rata in accordance with its interest in the Subscriber;
- (v) if the Subscriber is subscribing to purchase a Partnership Interest in excess of 10% of the aggregate Capital Commitments made to the Partnership, unless the Subscriber notes otherwise below, the Subscriber is either an employee benefit plan or other entity in which participation by the beneficial owners thereof is not voluntary or with respect to which contributions are not made by the beneficial owners thereof or the entity does not rely upon Section 3(c)(1) or 3(c)(7) of the Investment Company Act as a basis for being excluded from the definition of an investment company; and
- (vi) the Subscriber is not aware of any other circumstances that would require the Partnership to treat it as more than “one person” for purposes of Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

Exceptions:

PART III - POWER OF ATTORNEY

14. The Subscriber, as principal, hereby appoints the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to and file:

- (i) any partnership certificate, business certificate, fictitious name certificate, amendment thereto, or other instrument or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Partnership, or required by any applicable Federal, state, or local or foreign law;

- (ii) the Partnership Agreement of the Partnership and any amendment duly approved as provided therein; and
- (iii) any and all instruments, certificates and other documents which may be deemed necessary or desirable to effect the winding-up and termination of the Partnership (including, but not limited to, a Certificate of Cancellation of the Certificate of Limited Partnership).

This power of attorney is coupled with an interest, is irrevocable, and shall survive and shall not be affected by the subsequent death, disability, incompetency, termination, bankruptcy, insolvency or dissolution of the Subscriber; provided, however, that this power of attorney will terminate upon the substitution of another Limited Partner for all of the Subscriber's investment in the Partnership or upon the withdrawal of the Subscriber from the Partnership.

PART IV - DESIGNATION OF NOMINEE

15. In the event that the Subscriber is acting as an agent, representative or nominee (a "**Nominee**") for an individual or entity who will be the beneficial owner of the Partnership Interest (a "**Beneficial Owner**"), please initial here:_____.

The Nominee understands and acknowledges that the representations, warranties and agreements made in this Subscription Agreement are made by Nominee with respect to the Beneficial Owner of the Partnership Interest subscribed for hereby. Nominee represents and warrants that the Nominee has all requisite power and authority from said Beneficial Owner to execute and perform the obligations under this Subscription Agreement and the Partnership Agreement and agrees to indemnify and hold harmless the Partnership, and the affiliates, associates, advisors, partners, employees and agents of the Partnership from and against any and all loss, liability, claim, damage, cost and expense whatsoever (including, but not limited to, legal fees and expenses and any and all other costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of, or resulting from, or based upon, any misrepresentation or breach of warranty by the Subscriber under this Subscription Agreement or in any other document furnished by the Subscriber to the Partnership in connection with the offer or sale of the Partnership Interest.

PART V – CERTIFICATION FOR UNITED STATES TAXABLE INVESTORS AND NON-UNITED STATES INVESTORS

16. Please check the appropriate box:

- (a) Under penalty of perjury, by signature below, Subscriber certifies that (a) Subscriber is a citizen or a resident of the United States, a corporation, partnership or other entity created or organized under the laws of the United States or any state thereof, or an estate or trust the income of which is subject to federal income taxation regardless of its source, (b) the Social Security Number or Taxpayer ID Number shown on Exhibit A hereto is Subscriber's true, correct and complete Social Security Number or Taxpayer ID Number, and (c) Subscriber is not subject to backup withholding because: (i) Subscriber is exempt from backup withholding; (ii) Subscriber has not been notified by the Internal

Revenue Service (the “**IRS**”) that Subscriber is subject to backup withholding; or (iii) the IRS has notified Subscriber that Subscriber is no longer subject to backup withholding.

OR

(b) Under penalty of perjury, by signature below, Subscriber certifies that (i) Subscriber is not a citizen or resident of the United States, or (ii) Subscriber is not an individual and is not a United States corporation, limited liability company, partnership, estate, trust, or other legal entity.

PART VI - PATRIOT ACT REPRESENTATIONS

16. The Subscriber represents that all evidence of identity provided is genuine and all related information furnished is accurate.

17. The Subscriber agrees to provide any information deemed necessary by the General Partner in its sole discretion, to comply with its anti-money laundering and anti-terrorist financing program and related responsibilities.

18. Please check the appropriate box:

(a) The Subscriber is acquiring the Partnership Interest for its own account, risk and beneficial interest, and:

- is not acting as agent, representative, intermediary/nominee or in any similar capacity for any other person;
- no other person will have a beneficial or economic interest in the Partnership Interest;
- does not have any intention or obligation to sell, distribute, assign or transfer all or a portion of the Partnership Interest to any other person.

OR

(b) The Subscriber is an investor intermediary investing in its own name on behalf of other investors, which, for these purposes, may include, without limitation, an introducing firm, an asset aggregator, a nominee or a fund of funds (each, an “**Intermediary**”); and the Intermediary:

- is subscribing for a Partnership Interest as a record owner in its capacity as (circle one of the following) [agent / representative / nominee] on behalf of one or more investors (“**Underlying Investors**”), and agrees that the representations, warranties and covenants made in this Subscription Agreement are made by it on behalf of itself and the Underlying Investors;

- (i) has all requisite power and authority from the Underlying Investors to execute and perform the obligations under the Subscription Agreement; (ii) has carried out investor identification procedures with regard to all Underlying Investors, to the extent it is required to do so by applicable law; and (iii) has established the identity of all Underlying Investors, holds evidence of such identities, to the extent it is required to do so by applicable law, and will make such information available to the General Partner upon request.

19. The Subscriber understands that the Partnership prohibits any investment in the Partnership by or on behalf of the following persons (each, a “**Prohibited Investor**”):

- A person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control¹;
- A foreign shell bank (a bank without a physical presence in any country).

The Subscriber represents and covenants that neither the Underlying Investor, nor any person controlling, controlled by, or under common control with it, nor any person having a beneficial interest in it, is a Prohibited Investor. The Subscriber agrees to promptly notify the General Partner of any change in information affecting this representation and covenant.

The Subscriber acknowledges that if the Underlying Investor is, or the General Partner reasonably believes that the Underlying Investor is, a Prohibited Investor, the General Partner may be obligated to freeze its investment, either by prohibiting additional investments, declining any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or its investment may be immediately redeemed by the Partnership, and it shall have no claim against the General Partner, any of its affiliates, for any form of damages as a result of any aforementioned actions.

PART VII - EMPLOYEE BENEFIT PLAN REPRESENTATIONS

20. If the Subscriber is an employee benefit plan (a “**Plan**”), the fiduciary executing this Subscription Agreement on behalf of the Plan (the “**Fiduciary**”) represents and warrants to the Partnership that:

- (i) the Plan’s commitment to purchase the Partnership Interests does not, in the aggregate, constitute more than 10% of the fair market value of the Plan’s assets;

¹ The list of prohibited persons and entities can be found on the U.S. Office of Foreign Assets Control website at www.treas.gov/ofac.

- (ii) the Fiduciary has considered the following with respect to the Plan's investment in the Partnership Interest and has determined that, in view of such considerations, the purchase of the Partnership Interest is consistent with the Fiduciary's responsibilities under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").
 - (a) the role such investment or investment course of action plays in that portion of the Plan's portfolio that the Fiduciary manages;
 - (b) whether the investment or investment course of action is reasonably designed as part of that portion of the portfolio managed by the Fiduciary to further the purposes of the Plan, taking into account both the risk of loss and the opportunity for gain that could result therefrom;
 - (c) the composition of that portion of the portfolio that the Fiduciary manages with regard to diversification;
 - (d) the liquidity and current rate of return of that portion of the portfolio managed by the Fiduciary relative to the anticipated cash flow requirements of the Plan;
 - (e) the projected return of that portion of the portfolio managed by the Fiduciary relative to the funding objectives of the Plan;
 - (f) an investment in the Partnership is permissible under the documents governing the Plan and the Fiduciary; and
 - (g) the risks associated with an investment in the Partnership and the fact that the Plan will be restricted from withdrawing its interest in the Partnership for an indefinite period of time.
- (iii) the Fiduciary is (a) responsible for the decision to invest in the Partnership; (b) independent of the Partnership or any of its affiliates; and (c) qualified to make such investment decision;
- (iv) the Fiduciary has delivered to the Partnership, and from time to time hereafter will deliver to the Partnership, in writing, all of the information which the Partnership may request in order to avoid violations of any provision of ERISA or any other laws applicable to the Subscriber, and promptly will notify the Partnership, in writing, of any change in the information so furnished.

PART VIII - ADDITIONAL REPRESENTATIONS BY TAX EXEMPT INVESTORS.

- 21. The Subscriber, if a private foundation, understands:
 - (i) that an investment in the Partnership may subject the Subscriber to significant excise taxes; and

- (ii) if the Subscriber is a charitable remainder trust, the receipt of any unrelated business taxable income (“**UBTI**”) by the Subscriber in respect of its interest in the Partnership could prevent the trust from qualifying as a tax-exempt charitable remainder trust for the year in which such income is received. The Subscriber has consulted or has had an opportunity to consult with its tax advisors with respect to these issues.
22. The Subscriber acknowledges and agrees that:
- (i) the Subscriber’s fiduciary, who must have no affiliation with the General Partner or any of its affiliates or employees, must review the terms of the Partnership and decide whether to invest in the Partnership solely and independently and without relying on any recommendation of the General Partner or any of its affiliates or employees as a primary basis for its decision; and
 - (ii) any on-going evaluation of the Partnership as an investment in the Subscriber’s overall portfolio (including any decision to remain invested in the Partnership or to make additions to or withdrawals from the Partnership) must be made solely and independently by a fiduciary as described above, and such fiduciary must make such evaluation and decision without relying on any recommendation of the General Partner or any of its affiliates or employees as a primary basis for such decision.

PART IX - MISCELLANEOUS PROVISIONS

23. This Subscription Agreement and the rights, powers and duties set forth herein shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto.

24. This Subscription Agreement and the Partnership Agreement of the Partnership represent the entire agreement of the parties with respect to the subject matter hereof and may not be changed or terminated orally.

25. No waiver by any party of any breach of any term of this Subscription Agreement shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or of a different nature.

26. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of laws provisions. Subscriber: (a) hereby irrevocably and unconditionally submits to the jurisdiction of the state and Federal courts located in Cook County, Illinois for the purpose of any suit, action or other proceeding arising out of or based upon this Subscription Agreement, (b) agrees not to commence any suit, action or other proceeding arising out of or based upon this Subscription Agreement except in the state courts and Federal courts located in Cook County, Illinois, and (c) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that Subscriber is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought

in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Subscription Agreement or the subject matter hereof may not be enforced in or by such court.

27. The Subscriber understands that a misrepresentation or breach of any warranty or agreement made by the Subscriber in this Subscription Agreement could subject the Partnership to significant damages and expenses. The Subscriber hereby agrees to indemnify, defend and hold harmless the Partnership from and against any loss, liability, damage, cost or expense (including legal fees and expenses in the defense or settlement of any demands, claims or lawsuits) actually and reasonably incurred arising from the Subscriber's misrepresentation or breach of any warranty or agreement in this Subscription Agreement.

28. The representations, warranties, agreements and indemnification obligations of the Subscriber contained in this Subscription Agreement (including any additional documentation provided by the Subscriber upon the request of the Partnership or its agent) shall survive the execution hereof.

29. The name, address, facsimile number and bank account(s) numbers of the Subscriber, are as indicated on Exhibit A attached hereto and the Subscriber understands and agrees that such information may be disclosed by the Partnership if required by applicable law. The information referenced by this paragraph may be changed by the Subscriber upon giving not less than fourteen (14) calendar days' written notice to the Partnership at the address set forth in the Memorandum.

30. The Subscriber acknowledges and agrees that its right to receive distributions or redemptions from the Partnership are limited in accordance with the terms of the Partnership Agreement and the Memorandum.

[Signature page follows.]

SIGNATURE PAGE

Date: _____

For an individual subscriber:

(Name of individual subscriber-please type or print)

(Signature of individual subscriber)

If there is a joint subscriber:

(Name of joint subscriber if applicable - please type or print)

(Signature of joint subscriber)

For a corporation, trust or partnership subscriber:

Name of corporation, trust or partnership subscriber-please type or print

By: _____
Name:

Title of authorized signatory: _____

Accepted:

Riverwalk Capital Ventures GP, LLC, as General Partner

By: _____
Name: Steven Dudash
Title: Manager

**EXHIBIT A
TO THE SUBSCRIPTION BOOKLET OF
RIVERWALK VENTURES FUND, LP**

- (1) Date: _____, _____
- (2) Total Capital Commitment Amount: \$ _____
- (3) Taxpayer Identification Number or Social Security Number: _____
- (4) Name(s) in which Partnership Interest is to be registered: _____
- (5) Address of registered owner(s): _____

 Telephone Number: _____
 {Required} E-Mail Address: _____
 Date of Birth: _____

(6) Indicate the type of Subscriber:

- | | |
|---|---|
| _____ a. Individual | _____ f. S corporation |
| _____ b. Joint tenants | _____ g. C corporation |
| _____ c. Tenants in common | _____ h. Employee benefit plan |
| _____ d. Trust | _____ i. IRA or Keogh Plan |
| _____ e. Partnership or limited liability company | _____ j. Non-profit corporation, endowment, or foundation |
| | _____ k. Other (describe): _____ |

(7) If Subscriber checked either a, b, c, d, or h in Item (6), above, provide the birth dates of any beneficial owner(s) that is a natural person: _____

(8) Execution. In witness whereof, Subscriber has executed this agreement on the date:

Date: _____, 20____

For individuals

Print name: _____
 Signature: _____

For self-directed Benefit Plan Investors - beneficial owner should sign above (to attest to representations) and custodian should complete the following

IRA Custodian name: _____
 IRA Account #: _____
 Signature: _____
 Title: _____

(9) Name, address and number of bank account to which any distributions or withdrawal proceeds may be wired or sent:

(10) Contact person for additional information:

Name:

Tel. No.:

E-Mail Address:

(11) Investor statements will be accessible in electronic format via the secured online portal administered by Formidium. PDF files of these documents can be downloaded through the portal. Hard copies via regular mail or electronic PDF copies via email can be requested by contacting info@riverwalkcap.com.

EXHIBIT B
TO THE SUBSCRIPTION BOOKLET OF
RIVERWALK VENTURES FUND, LP

INVESTOR QUESTIONNAIRE
(CONFIDENTIAL)

You are being asked to answer the questions which follow in connection with your subscription to purchase a limited partnership interest (“**Partnership Interests**”) in Riverwalk Ventures Fund, LP, a limited partnership formed under the laws of the State of Delaware (the “**Partnership**”). The Partnership Interests are being offered to qualified investors without registration under the Securities Act of 1933, as amended (the “**Securities Act**”) in reliance on the private offering exemption contained in Section 4(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder by the Securities and Exchange Commission. The availability of the exemption depends, in part, on a determination that each purchaser is able to adequately protect itself in the transaction and does not require the protections afforded by registration.

The information supplied will be used in determining whether proposed purchasers of Partnership Interests meet such criteria and to determine (1) whether an investment in the Partnership by the investor is suitable in light of the investor’s financial position; and (2) whether the investor qualifies as an “accredited investor” as defined in Regulation D or is otherwise a suitable investor and has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the investment. The information will be kept confidential in accordance with the terms of the Privacy Notice annexed as Exhibit C.

I (we) understand the Partnership Interests are being issued without registration under the Securities Act in reliance upon the private offering exemption contained in Section 4(2) thereof, and that such reliance is based in part on the information herein supplied. For the foregoing reasons, and to induce the Partnership to accept my subscription for a Partnership Interest, I represent and warrant that the information stated herein is true, accurate and complete to the best of my knowledge and belief; and I agree to notify and supply corrective information promptly if, prior to the consummation of my purchase of a Partnership Interest, any of such information becomes inaccurate or incomplete.

(A) General (All Subscribers):

(Check the appropriate box and complete blanks)

- (1) If the Subscriber is an individual or beneficial ownership of the Partnership Interests is held by an individual (for example, an Individual Retirement Account or Keogh Plan), such individual is of legal age and is:
- a resident of: _____

Has the Subscriber ever invested in hedge funds, investment partnerships or other investment funds, venture capital funds, arbitrage transactions, real estate syndications, research and development companies, equipment leasing programs, oil and gas drilling programs, or other non-marketable or restricted securities?

Yes _____ No _____

Indicate the frequency of the Subscriber's investments in non-marketable securities:

(circle appropriate answer)

Often Occasional Seldom

Name(s) of individual(s) making the investment decision on behalf of the Subscriber (are):

OR

- (2) If the Subscriber is an employee benefit plan, an endowment, a foundation, a corporation, partnership, trust or other legal entity, it is:

- organized under the laws of:

- and has its principal place of business in:

(B) Confirmation of Status as an Accredited Investor (All Subscribers)

I have checked the box or boxes below which describe me:

1. The Subscriber is:

(i) a "bank" or "savings and loan association" or other "institution" defined in Section 3(A)(5) of the Securities Act or an "insurance company" as defined in Section 2(a)(13) of the Securities Act;

(ii) a broker or dealer registered under the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**");

(iii) an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”), or registered pursuant to the laws of any state;

(iv) an investment adviser relying on the exemption from the requirement of registering with the Securities and Exchange Commission (the “**Commission**”) under Section 203(l) or (m) of the Advisers Act;

(v) an investment company registered under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”);

(vi) a “business development company” as defined in Section 2(a)(48) of the Investment Company Act;

(vii) a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or Section 301(d) of the Small Business Investment Act of 1958, as amended;

(viii) a “Rural Business Investment Company,” as defined in Section 384A of the Consolidated Farm and Rural Development Act, as amended;

(ix) a plan established and maintained by a State, its political subdivisions, or an agency or instrumentality of a State or its political subdivisions, for the benefit of its employees and such plan has assets in excess of \$5,000,000; or

(x) an “employee benefit plan” (within the meaning of Title I of the Employee Retirement Income Security Act) and either (A) the decision to invest in the Partnership was made by a plan fiduciary which is a bank, savings and loan association, insurance company or registered investment adviser, or (B) the plan has total assets exceeding \$5,000,000 or (C) if a self-directed plan, the investment decisions are made solely by persons who, if executing this document, would be able to check one or more of the boxes of this provision to certify that such persons are accredited investors.

2. The Subscriber is a “private business development company” as defined in Section 202(a)(22) of the Advisers Act.

3. The Subscriber is a non-profit organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), a corporation, a Massachusetts or similar business trust, partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

4. The Subscriber is a natural person who is a “knowledgeable employee,” as defined in Rule 3c5(a)(4) under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”), of the Partnership or the General Partner if the Partnership would be an “investment company,” as defined in Section 3 of Investment Company Act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

5. The Subscriber is a natural person whose individual “net worth” as of the date hereof (or joint net worth with the Subscriber’s spouse or a person who is a cohabitant of the Subscriber and occupies a relationship to the Subscriber generally equivalent to that of a spouse (a “**spousal equivalent**”)) exceeds \$1,000,000. For purposes of this item 5, “net worth” means the excess of total assets at fair market value over total liabilities. For purposes of calculating net worth under this item 5:

(a) Assets of the Subscriber and spouse or spousal equivalent can be included in determining joint net worth even though not owned jointly.

(b) Reliance on the joint net worth of the Subscriber and spouse or spousal equivalent does not require that the investment in the fund be held jointly.

(c) The Subscriber’s primary residence shall not be included as an asset.

(d) Indebtedness that is secured by the Subscriber’s primary residence, up to the estimated fair market value of the primary residence shall not be included as a liability (except that if the amount of such indebtedness outstanding exceeds the amount outstanding 60 days before the date hereof, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability).

(e) Indebtedness that is secured by the Subscriber’s primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.

6. The Subscriber is a natural person who had an individual “income” exceeding \$200,000 during both of the two most recently completed calendar years (or a joint income with the Subscriber’s spouse or spousal equivalent in excess of \$300,000 in each of those years) and who has a reasonable expectation of reaching the same income level in the current calendar year. For purposes of this item (6), the term “income” means adjusted gross income reported or to be reported on a federal income tax return, increased by (a) any deductions for long-term capital gains (under Section 1202 of the Code), (b) any deductions for depletion (pursuant to Section 601 et seq. of the Code), (c) any exclusions of interest (pursuant to Section 103 of the Code), (d) any losses of a partnership allocated to the Subscriber as a limited partner of such partnership (as reported on Schedule E of Form 1040), (e) amounts contributed to an Individual Retirement Account or Keogh retirement plan, (f) alimony paid, and (g) elective contributions to a cash or deferred arrangement under Section 401(k) of the Code.

7. The Subscriber is (a) a trust with total assets in excess of \$5,000,000 which was not formed for the specific purpose of acquiring the securities offered, and the investment decisions for which are made by a sophisticated person capable of evaluating the merits and risks of the proposed investment or (b) a revocable trust which may be amended or revoked at any time by the grantors thereof and all of the grantors are accredited investors.

8. The Subscriber is an entity and each of the Subscriber’s equity investors, if executing this document, would be an “accredited investor” under this “(B) Certification of Status

as an Accredited Investor” certifying that such equity investor is an accredited investor. It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this item 8. If those natural persons are themselves accredited investors, and if all other equity owners of the entity seeking accredited investor status are accredited investors, then this item 8 may be available.

9. The Subscriber is an entity, of a type not listed in item (1), (2), (3), (7), or (8) above that was not formed for the specific purpose of acquiring the securities offered and that owns investments in excess of \$5,000,000. For the purposes this item 9, “investments” is defined in Rule 2a51-1(b) under the Investment Company Act.

10. The Subscriber is a natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. At this time, only holders in good standing of one or more of the following may be qualified as accredited investors under this provision: (i) the General Securities Representative license (Series 7) developed and administered by the Financial Industry Regulatory Authority, Inc. (“**FINRA**”) (ii) the Private Securities Offerings Representative license (Series 82) developed and administered by FINRA, and (iii) the Investment Adviser Representative license (Series 65) developed by the North American Securities Administrators Association and administered by FINRA.

11. The Subscriber is a “family office”, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act: (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of investing in the Partnership, 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.

12. The Subscriber is a “family client”, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements in item 11 above and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) item 11 above.

13. The Subscriber does not qualify under any of the above criteria and is not an accredited investor.

IN WITNESS WHEREOF, the Subscriber has executed this Investor
Questionnaire this _____ day of _____, _____.

Name of Subscriber

(Signature of Subscriber or Authorized Signatory)

Title (Optional)

EXHIBIT C
TO THE SUBSCRIPTION BOOKLET OF
RIVERWALK VENTURES FUND, LP

PRIVACY NOTICE

At Riverwalk Ventures Fund, LP (the “**Partnership**” or “**we**”) maintaining the trust and confidence of our investors is of paramount importance. We are committed to safeguarding your personal information and providing you with facts and options about how this information may be shared. Please read this notice to learn more about our privacy policies and the options available to you.

We will provide you with annual reminders of our policies and with revised policies if there are any changes in how we handle your personal information. If you end your relationship with the Partnership, we will continue to adhere to the policies and practices described in this notice. If you have any questions about this Privacy Notice you may email us at info@riverwalkcap.com. This notice may be amended at any time.

Information That We Collect. As part of providing you with our services we obtain nonpublic personal information about you which may include the following:

- Information we receive from you on applications or other forms including name, address, assets and income.
- Information about your transactions with us or others.

Information That We Share. We, along with our affiliates, use or share information in a limited and carefully controlled manner. We do not disclose any nonpublic information about our investors or former investors to anyone, except as permitted by law, unless authorized by you. Instances in which we may be required to share your information include:

- Disclosure to companies that provide services necessary to effect a transaction that you request or to service your account such as prime brokers, accountants, banks, attorneys or administrators.
- Disclosure to government agencies, courts, parties to lawsuits, or regulators in connection with any government request or investigation or in response to subpoenas. In such cases, we share only the information that we are required or authorized to share.

Confidentiality and Security. The security of your account information is important to us. Only those persons who need your information to perform their job have access to it. In addition, we maintain physical, electronic and procedural security measures that comply with U.S. regulations to protect your information. Our employees have limited access to your personal information based upon their responsibilities. All employees are instructed to protect the confidentiality of your personal information as described in these policies, which are strictly enforced.

**EXHIBIT D
TO THE SUBSCRIPTION BOOKLET OF
RIVERWALK VENTURES FUND, LP**

ADDITIONAL COMMITMENT AGREEMENT

The undersigned (the “**Subscriber**”) has previously been admitted to Riverwalk Ventures Fund, LP (the “**Partnership**”) as a limited partner and desires to make an additional Capital Commitment to the Partnership in the amount set forth below.

The Subscriber hereby represents that the Subscription Agreement and related documents that the Subscriber has previously completed and returned to and which have been accepted by the Partnership remain accurate and complete as of the date hereof.

Date: _____

Amount of additional Capital Commitment: US\$_____

For an individual subscriber:

(Name of individual subscriber-please type or print)

(Signature of individual subscriber)

For a corporation, trust or partnership subscriber:

(Name of corporation, trust or partnership subscriber - please type or print)

By:_____

Name:

Title of authorized signatory:

Accepted:

Riverwalk Capital Ventures GP, LLC, as General Partner

By:_____

Name: Steven Dudash

Title: Manager