

SUBSCRIPTION AGREEMENT

CARD IPO, LLC

Ladies and Gentlemen:

You have informed the undersigned ("Purchaser") that **CARD IPO, LLC**, a New Mexico Limited Liability Corporation (the "Company"), intends to raise up to \$1,000,000.00 in a private offering (the "Offering") of 4,000,000 shares of the Company's common stock (the "Shares") at a price of \$0.25 per Share, to be offered and sold on a "private placement" basis to a limited number of persons who qualify as "**accredited investors**" as defined in Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). The minimum subscription in the Offering is 100,000 Shares (\$25,000), which minimum may be waived in the Company's discretion.

Purchaser understands that Purchaser's rights and responsibilities as an investor will be governed by the terms and conditions of the following (collectively, the "**Offering Documents**"):

this subscription agreement (the "**Subscription Agreement**"); the Company's filings under the Securities Exchange Act of 1934, as amended; (the "Exchange Act"); and The Company's Executive Summary, a copy of which is attached hereto as Exhibit A.

This Subscription Agreement is one of a number of such subscriptions for Shares. By signing this Subscription Agreement and returning it to the Company together the Purchase Price by wire transfer (in accordance with instructions attached hereto as **Exhibit B**), Purchaser offers to purchase and subscribe from the Company the number of Shares set forth below for the Purchase Price on the terms specified herein. The Company reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of Shares allotted to Purchaser. If this offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to Purchaser, together with certificates evidencing the Shares purchased.

The Shares are being offered for sale on a "best efforts" basis. Accordingly, no minimum number of Shares will need to be subscribed for in order for the Company to consummate the sale of any of the Shares and utilize the proceeds therefrom.

The Shares will be offered by executive officers and directors of the Company, who will not be

compensated therefor. The Company may however, also pay FINRA member firms and other qualified parties that assist the Company in the placement of the Shares, customary cash commissions for Shares placed by them.

The Offering will end on March 5th, 2022, unless extended or earlier terminated by the Company at any time.

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y also reserves the right to withdraw, cancel or modify the Offering and to reject any subscriptions, in whole or in part, in its sole discretion. In the event a subscription is rejected by the Company, all funds delivered with such subscription will be returned to the prospective investor as soon as practicable without interest thereon or deduction therefrom

Purchaser
represents
and

1. Representations and Warranties of Purchaser. warrants to the Company that:

(a) Purchaser is an "**accredited investor**" as such term is defined in Rule 501(a) of Regulation D under the Securities Act because Purchaser qualifies within one of the following categories (please check the appropriate category):

(i) A natural person whose individual net worth, or joint net worth with that person's spouse, at the date hereof exceeds \$1,000,000 (Note: For purposes of calculating net worth" under this paragraph: (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding sixty (60) days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability); or

(ii) A 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 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; or

(iii) Any entity in which all of the equity owners meet the requirements for being "**accredited investors**;" or

(iv) An individual or entity that meets the requirements of one of the other categories of an "**accredited investor**" set forth in Rule 501(a) of Regulation D under the Securities Act (please specify category):

(b) Purchaser (i) has adequate means of providing for Purchaser's current needs and possible contingencies and Purchaser has no need for liquidity of Purchaser's investment in the Shares; (ii) can bear the economic risk of losing the entire amount of Purchaser's investment in the Shares; and (iii) has such knowledge and experience that Purchaser is capable of evaluating

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the relative risks and merits of this investment. The purchase of the Shares is consistent, in both nature and amount, with Purchaser's overall investment program and financial condition.

Purchaser is a sophisticated, experienced investor, capable of determining and understanding the risks and merits of this investment.

(d) Purchaser has received and read, and is familiar with the Offering Documents. All other publicly available documents pertaining to the Company and the Shares requested by Purchaser have been made available or delivered to Purchaser.

Purchaser has had the opportunity to ask questions of and receive answers from the Company's officers and representatives concerning the Company's affairs in general and the terms and conditions of the offer and sale of the Shares.

Purchaser understands that risks are implicit in the business of the Company, including without limitation, those set forth in the Offering Documents. Among other things, Purchaser understands that there can be no assurance that the Company will be able to obtain the funds necessary to fully implement its business plan or that the Company will ever be profitable.

(g) Other than as set forth in this Subscription Agreement, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning the Company and the offer and sale of the Shares and Purchaser is purchasing the Shares based solely upon Purchaser's own investigation and evaluation.

(h) Purchaser understands that the Shares have not been registered under the Securities Act or applicable state securities laws.

The Shares are being acquired solely for Purchaser's own account, for investment and are not being purchased with a view to or for their resale or distribution.

(k) Purchaser acknowledges that the net proceeds from the sale of the Shares are being used for the Company's working capital and general corporate purposes.

Purchaser is aware of the following:

(1)

The Shares are a speculative investment which involves a high degree of risk;

An investment in the Shares is not readily transferable and it may not be possible for purchaser to liquidate the investment;

Until registered under the Securities Act and applicable state securities laws, there are substantial restrictions on the transferability of the Shares under the Securities Act and applicable state securities laws; and

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(iv)

No federal or state agency has made any finding or determination as to the fairness of the Shares for public investment nor any recommendation or endorsement of the Shares.

(m) Purchaser has the full right, power and authority to execute and deliver this Subscription Agreement and perform Purchaser's obligations hereunder.

(n) No approval, authorization, consent, order of other action of, or filing with, any person, firm or corporation or any court, administrative agency or other governmental authority is required in connection with the execution and delivery of this Subscription Agreement by Purchaser or the consummation of the sale and purchase of the Shares.

3. Restrictions on Transferability. Purchaser understands that Purchaser may sell or otherwise transfer the Shares only if registered under the Securities Act and applicable state securities

laws or Purchaser provides the Company with an opinion of counsel acceptable to the Company to the effect that such sale or other transfer may be made in absence of registration under the Securities Act and applicable state securities laws. Any certificates or other documents evidencing the Shares will contain a restrictive legend reflecting these restrictions. Purchaser acknowledges that the Company is under no obligation to register the Shares for resale under the Securities Act and applicable state securities laws. Purchaser further acknowledges that Purchaser understands that in general, the Shares will be restricted from public resale pursuant to the exemption from registration afforded by Rule 144 under the Securities Act, for a minimum of six (6) months from issuance, which period may be longer if the Company does not maintain its status as a reporting company under the Exchange Act.

4. Indemnification. Purchaser agrees to indemnify and hold harmless the Company and its members, managers and officers against and in respect of any and all loss, liability, claim, damage, deficiency, and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses whatsoever (including, but not limited to, any and all expenses whatsoever, including attorneys' fees, reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened or any claim whatsoever through all appeals) arising out of or based upon any false representation or warranty by Purchaser or breach or failure by Purchaser to comply with any covenant or agreement made by Purchaser in this Subscription Agreement.

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5. Jurisdictional Notice. THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFER AND SALE OF THE SHARES OR THE ACCURACY OR ADEQUACY OF THE

DISCLOSURE MADE TO PURCHASER IN THE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

6. Forward Looking Statements. The Offering Documents contain forward looking statements. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the Company's forward-looking statements. Examples of forward-looking statements include projected financial information, statements of our plans and objectives for future operations and statements concerning proposed products and services. In some cases, you can identify forward-looking statements by the use of terminology such as "may," "will," "should," "could," "expects," "plans," "intends," "anticipates," "believes," "estimates," "predicts," "potential" and other comparable terminology. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, performance or achievements. Actual events or results may differ materially. The Company undertakes no obligation to update any of the forward-looking statements after the date of the Offering Documents to conform them to actual results.

7. Projections. The Offering Documents contain certain financial projections, which have been prepared by the Company's management and are subject to a high degree of uncertainty. They are based upon estimates of future events and circumstances that might or might not ultimately prove to be accurate. All of the assumptions upon which the projections are based, and which would be material, are not presented. No representation or warranty can be made as to the accuracy of any of these assumptions. There can be no assurance that the projections will be realized, and actual results may differ materially from those set forth in the projections. The assumptions underlying the projections are inherently uncertain and are subject to significant business, economic, and competitive risks and uncertainties that would cause actual results to differ materially from those projected.

8. Termination of Agreement. If this Subscription Agreement is rejected by the Company, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and the Company shall promptly return to Purchaser the funds delivered with this Subscription Agreement without interest thereon or deduction therefrom.

a) This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This agreement supersedes all prior negotiations, letters and understandings relating to the subject matter hereof.

(b) This Subscription Agreement may not be amended, supplemented or modified in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment supplement or modification is sought.

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) This Subscription Agreement will be interpreted, construed and enforced in accordance with the laws of the State of New Mexico, without giving effect principles pertaining to conflicts of laws. Exclusive jurisdiction for any action arising under this Agreement shall be in a Federal or state court of competent subject matter jurisdiction in New Mexico.

(d) The failure of any party at any time or times to require performance of any provision of this Subscription Agreement will in no manner affect the right to enforce the same. The waiver by any party of any breach of any provision of this Agreement will not be construed to be a waiver by any such party of any succeeding breach of that provision or a waiver by such party of any breach of any other provisions.

(e) The invalidity, illegality or unenforceability of any provision or provisions of this Subscription Agreement will not affect any other provision of this Subscription Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provisions of this Subscription Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Subscription Agreement or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Subscription Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) Should it become necessary for any party to institute legal action to enforce the terms and conditions of this Subscription Agreement, the successful party will be awarded reasonable attorneys' fees at all trial and appellate levels, expenses and costs.

(g) This Subscription Agreement will be binding upon and will insure to the benefit of any successor or successors of the parties hereto.

(h) This Subscription Agreement may be executed in one or more counterparts (including by facsimile or electronic transmission), each of which will be deemed an original and all of which together will constitute one and the same instrument.

10. **Ownership Information.** Please print here the total number of Shares to be purchased, the Purchase Price and the exact name(s) in which the Shares will be registered.

Number of Shares:

Purchase Price @ \$0.25 per Share:

\$__

Purchaser Name(s):

Single Person

Husband and Wife, as community property

Joint Tenants (with right of survivorship)

Tenants in Common

Corporation or limited liability company

Partnership

Trust

IRA

Tax-Qualified Retirement
Plan

Trustee(s)/Custodian:

(ii)

Trust Date:

(iii)

Name of Trust:

(iv)

For the Benefit of:

Other:

(please explain)

Social Security or Tax I.D.:

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Residence Address:

Street Address (If P.O. Box, include address for surface delivery if different than residence)

City

State/Province

Zip/Postal Code

Phone Numbers/Email Address:

Home: 0 Cell: 0

Facsimile: 0

Email:

Purchaser(s) Counterpart Signature Page

Date .

Dated:

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Signature(s).

Purchaser Name(s) (Print)

(Each co-owner or joint owner must sign. Names must be signed exactly as listed under "**Purchaser Name(s)**")

Company Counterpart Signature Page

ACCEPTED:

CARD IPO, LLC

By:

John Bausch, CEO

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