HIGH ROLLERS CLUB
A SERIES OF JAWS NFT CLUB LLC

Purchase Terms and Conditions

By minting a non-fungible token from High Rollers Club (the "***Series***", "***we***", or "***us***"), a Series of JAWS NFT Club LLC (the "***Company***"), you ("***you***" or the "***Purchaser***") hereby represent, warrant, and agree as follows:

1. **Receipt of Agreement and Supplement.** The Purchaser understands and acknowledges that the Purchaser is purchasing units of membership interest ("***Units***") in the Series, subject to Section 6, as defined in and in accordance with the terms and conditions of the Company's Limited Liability Company Agreement (the "***Agreement***") and the Supplement for the Series (the "***Supplement***"). The Units are offered by the Company (such offering, the "***Offering***"). The Purchaser hereby acknowledges receipt of the Agreement and the Supplement, which are set forth at https://www.jawsbtc.com/investor-relations.html. The Purchaser hereby specifically accepts and adopts each and every provision of the Supplement.

2. **Brief Description of Business.** The Purchaser understands that the Series' principal business is to mine Bitcoin and/or other virtual currencies.

3. **Disclosure of Business Risks.** THE PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT THE SERIES' BUSINESS INVOLVES CERTAIN RISKS, WHICH IF REALIZED, COULD CAUSE THE PURCHASER TO EARN LESS ON HIS INVESTMENT THAN EXPECTED, OR COULD RESULT IN A PARTIAL OR TOTAL LOSS OF THE PURCHASER'S INVESTMENT IN THE UNITS. These risks include, but are not limited to, the following:

   (a) The Series may require additional capital in order to develop its business. There is no assurance that the Series would be able to raise additional capital if needed. Even if the Series could raise additional capital, the terms of this additional capital could be dilutive to the Series Members, which could negatively affect the returns payable to you.

   (b) Our officers and directors have limited experience with cryptocurrency. While education is an ongoing process, the Company and the Series make no representation that the Series Manager and its Affiliates (as defined in the Supplement) are experts in the field of cryptocurrency or the blockchain.

   (c) The Series was founded to engage in the mining of Bitcoin and potentially other cryptocurrencies. In recent years, cryptocurrencies have become more widely accepted among investors and financial institutions, but have also faced increasingly complex legal and regulatory challenges and, to date, have not benefited from widespread adoption by governments, central banks or established financial institutions. Any significant decrease in the acceptance or popularity of cryptocurrency may have a material impact on the Series' operations and financial conditions.

(d) Bitcoin halving is an event where the reward for mining new Bitcoin blocks is cut in half, which causes miners receiving fifty percent fewer Bitcoins for verifying transactions. Bitcoin halving occurs around every two hundred thousand (200,000) blocks which currently translates to approximately every four (4) years. Bitcoin halving decreases the number of new Bitcoins that are generated per block which lowers the supply of Bitcoins minted, thus making the purchase price of Bitcoin more expensive. It is possible that Bitcoin halving could result in higher prices, but one cannot ascertain the impact halving would have on the future price of Bitcoin. Bitcoin halving can be accelerated or decelerated based on the hashrate in the market.

(e) Our operational results may be affected by risks associated with the cryptocurrency market and general competition with third parties mining cryptocurrencies may reduce our profitability. The Series will compete against well-established incumbent providers. The Series' current and potential competitors have longer operating histories, greater name recognition, larger installed customer bases, and significantly greater financial, technical and marketing resources than the Series. Competitive pressures created by any one of these companies, or by the Series' competitors collectively, could materially adversely affect the Series' business, operating results or financial condition.

(f) If the Series were not to obtain adequate capital funding from this Offering, the Series would start with limited resources to procure energy, miners, or hosting facilities. This may mean the Series may acquire less miners or facilities, which will limit our growth early on.

(g) The Series will rely on technology and hardware that is susceptible to damage from natural disasters or weather events, which may materially adversely affect our business, financial condition and results of operations if such events occur. The Series faces possible environmental hazards while operating. A malfunction of the Series' technology could involve potentially significant risks of statutory, contractual, tort and other forms of liability, which may give rise to actionable claims for damages. Such claims could have a material adverse effect on the Series. In addition, the Company may experience other damages that are unforeseen or cause other casualties. Mining racks holding the miner could break or fail causing miners to fail. Further, flooding and other natural disasters could cause electrical failures, prevention of accessing the machines, fires, electrical surges, damage to computer chips, and other disasters. Said damages could create a lack of space for miners. There may be failures of generators, transformers, substations, and electrical box failures. All of the stated items may further contribute to loss of revenue and profits for the Series.

(h) The Series may only mine a small number of cryptocurrencies, which would make us more vulnerable to the effects of downturns in those particular coins.

(i) The technology underlying cryptocurrency and blockchain technology is subject to a number of known and unknown technological challenges and risks that may prevent wide adoption and changes in the governance of a cryptocurrency blockchain network. A given blockchain network may not receive sufficient support from users and miners, which may negatively affect that blockchain network's ability to grow and respond to challenges. The long-term viability of cryptocurrencies is unknown, and this could negatively impact the value of cryptocurrencies. Transactions in cryptocurrencies may be irreversible even if they are fraudulent or accidental transactions. The further development and acceptance of the cryptographic and algorithmic protocols governing the issuance of and transactions in cryptocurrencies, which represents a new and rapidly changing industry, is subject to a variety of factors that are difficult to evaluate. To the extent that the profit margins of Bitcoin mining operations are low, operators of Bitcoin mining operations are more likely to immediately sell Bitcoin earned by mining, resulting in a reduction in the price of Bitcoin that could adversely impact an investment in the Series.

(j) The Bitcoin network is designed to periodically reduce the fixed award given to miners for solving new blocks (the "block reward"), most recently in May 2020, when the block reward reduced from 12.5 to 6.25 Bitcoin. As the block reward continues to decrease over time, the mining incentive structure may transition to a higher reliance on transaction confirmation fees in order to incentivize miners to continue to dedicate processing power to the blockchain. If transaction confirmation fees become too high, the marketplace may be reluctant to use Bitcoin. Increased transaction fees may motivate market participants, such as merchants or commercial institutions, to switch from Bitcoin to another digital asset or back to fiat currency as their preferred medium of exchange. Decreased demand for Bitcoin may adversely affect its price, which may adversely affect an investment in the Series. Ultimately, if the awards of new Bitcoin for solving blocks declines and transaction fees for recording transactions are not sufficiently high to exceed the costs of mining, miners such as the Series may operate at a loss or cease operations. If the award does not exceed the costs of mining in the long-term, miners may have to cease operations entirely. If miners cease their operations, this could have a negative impact on the Bitcoin network and could adversely affect the value of the Bitcoin held by the Series.

(k) Bitcoin network mining operations have rapidly evolved over the past several years from individual users mining with computer processors, graphics processing units and first-generation ASIC (application-specific integrated circuit) machines. New processing power is predominantly added to the Bitcoin network currently by "professionalized" mining operations. Such operations may use proprietary hardware or sophisticated ASIC machines acquired from ASIC manufacturers. Significant capital is necessary for mining operations to acquire this hardware, lease operating space (often in data centers or warehousing facilities), afford electricity costs and employ technicians to operate the mining farms. As a result, professionalized mining operations are of a greater scale than prior Bitcoin network validators and have more defined, regular expenses and liabilities. In addition, mining operations may choose to immediately sell Bitcoin earned from their operations into the global Bitcoin market. In past years, individual miners are believed to have been more likely to hold newly mined Bitcoin for more extended periods. The immediate selling of newly mined Bitcoin would increase the supply of Bitcoin on the Bitcoin market, creating downward pressure on the price of Bitcoin.

(l) A professional mining operation operating at a low profit margin may be more likely to sell a higher percentage of its newly mined Bitcoin rapidly, and it may partially or completely cease operations if its profit margin is negative. In a low profit margin environment, a higher percentage of the new Bitcoin mined each day will be sold into the Bitcoin market more rapidly, thereby reducing Bitcoin prices. The network effect of reduced profit margins resulting in greater sales of newly mined Bitcoin could result in a reduction in the price of Bitcoin that could adversely affect an investment in the Series.

(m) This offering is being conducted on a "best efforts" basis. No guarantee can be given that all or any of the Units will be sold, or that sufficient proceeds will be available to conduct successful operations. Sale of a relatively few Units may reduce the ability of the Series to effectively undertake its business plan. However, any funds invested are still at risk. Therefore, if the Series does not sell a sufficient number of Units (as determined by the Series Manager in its sole discretion), the Series may decide to cease operations, which could lead to you losing your investment. Investors are not entitled to return of their funds if the entire Offering is not subscribed.

(n) If we do not raise sufficient monies in this Offering, we may not be able to execute our business plan. If we raise less than the full amount offered in this Offering, then we will be constrained in our ability to pursue our Bitcoin mining operations, and we may be forced to scale back our plans or even cease operations. If this happens, then you will likely lose your investment.

(o) Our sole source of revenue for the foreseeable future will be the mining and sale of Bitcoin. As a result, our results will be dependent upon the amount of Bitcoin that we can generate. Although we intend to use a large part of the proceeds from this Offering to buy the servers necessary to generate Bitcoin and lease data center space for our mining operations, there is no assurance that we will be successful in mining for Bitcoin. If we generate less Bitcoin than necessary to cover our costs, then we will lose money, which could lead to a loss of your investment.

(p) Our budget includes expenditures for servers to generate Bitcoin, leased space for a data center to house our servers, and ongoing expenditures for electricity. Although we believe that we have budgeted adequately for our needs, it is possible that our budget does not include all items necessary for a successful Bitcoin mining operation. It is also possible that prices may change for the items that we have budgeted for, such that we will not have sufficient funds to purchase all items that we have budgeted for.

(q) It is also possible that ongoing expenses for electricity and other items will be higher than we have estimated. If this happens, then the amount of distributions that we may pay (if any) will be reduced.

(r) The Series has never paid distributions, and distributions are not guaranteed. You may never receive any distributions on your Units. In addition, distributions can only be declared if after such distribution, the Series will still be able to pay its expenses as they come due.

(s) Our profitability is dependent upon the price of Bitcoin. Bitcoin is traded all over the world, and each Bitcoin is the same as each other Bitcoin in the market. As a result, the market price for Bitcoin is dependent on supply and demand. There will only be a fixed supply of Bitcoins; consequently, the trading price for Bitcoin in the market largely reflects demand. We will have no meaningful way to affect the price of Bitcoin.

(t) The Series Manager will be paid a management fee and expense reimbursement from the proceeds of the Offering. The Series Manager will also be paid distributions as set forth in the Supplement. These payments to the Series Manager will decrease the funds available to the Series to further the Series' business.

THE FOREGOING LIST OF RISKS IS NOT EXHAUSTIVE AND REPRESENTS ONLY THE MAJOR RISKS THAT THE SERIES MANAGER CAN CURRENTLY AND REASONABLY FORESEE. THERE MAY BE OTHER RISKS EITHER CURRENTLY OR IN THE FUTURE THAT MAY AFFECT THE SERIES' BUSINESS AND THE VALUE OF YOUR SHARES. YOU SHOULD CONDUCT YOUR OWN REVIEW OF THE SERIES BUSINESS AND PROSPECTS BEFORE PURCHASING UNITS.

4. **<u>Status of Investor</u>**. The Purchaser is an "accredited investor" as defined in Rule 501(a) promulgated pursuant to the Securities Act of 1933 (the "***Act***"). The Purchaser agrees to provide such information as the Series Manager may request in order to verify the Purchaser's status as an accredited investor.

5. **<u>Representations, Warranties, Covenants and Agreements of the Purchaser</u>.** In order to induce the Series to issue and sell the Unit(s) to the Purchaser, the Purchaser represents and warrants to, and covenants and agrees with, the Series as follows:

(a) The Purchaser (i) has thoroughly reviewed and understood the Series' business, and (ii) has had the opportunity to ask questions of, and to receive answers from the Series Manager concerning the Series and its business, affairs, operations, and the transaction contemplated hereby, and to obtain any additional information necessary to verify the accuracy of the Series' disclosure documents. The Purchaser acknowledges that the Series Manager has answered all inquiries made on behalf of the Purchaser to the satisfaction of the person or persons making such inquiry.

(b) The Purchaser acknowledges and is aware that there is no assurance as to the future profitable performance of the Series.

(c) The Purchaser understands and acknowledges that he is purchasing Units of the Series, not of the Company generally, and that his rights and obligations as a Series Member are as set forth in the Supplement.

(d) The Purchaser has the financial ability to bear the economic risk of an investment in the Units, has adequate means of providing for his/her or its current needs and personal contingencies, has no need for liquidity in the Units, and could afford a loss of his/her or its entire investment in the Units.

(e) The Purchaser's investment in the Units is not disproportionate to his/her or its net worth.

(f) The Purchaser has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Series.

(g) The Purchaser acknowledges his/her or its understanding that (A) the Units have not been registered under the Act, or the securities laws of any State in reliance on specific exemptions from registration, (B) no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Units, and (C) the Offering is intended to be exempt from registration pursuant to Section 4(a)(2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission.

(g) The Purchaser represents and warrants to the Fund that the Units are for investment purposes only and are not being acquired by the Purchaser with a view to, or for resale in connection with, any "distribution" within the meaning of the Act.

(h) The Purchaser acknowledges that the Series has elected to be treated as a partnership for federal income tax purposes, and that the Series has not made representations or warranties as to the Purchaser's own individual tax situation. The Purchaser is encouraged to consult his tax advisor regarding the tax effects of his investment in the Fund.

(i) The Purchaser hereby represents and warrants that the Purchaser is not, nor is it acting as an agent, representative, intermediary or nominee for, a person identified on the list of blocked persons maintained by the Office of Foreign Assets control, U.S. Department of Treasury. In addition, the Purchaser has complied with all applicable U.S. laws, regulations, directives, and executive orders relating to anti-money laundering, including but not limited to the following laws: (1) the Uniting And Strengthening America By Providing Appropriate Tools Required To Intercept And Obstruct Terrorism Act of 2001, Public Law 107-56, and (2) Executive Order 13224 (blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism) of September 23, 2001.

6. **Acceptance or Rejection of Subscription.** If the Series Manager is unable to verify the accredited investor status of the Purchaser, then the Purchaser's subscription will be rejected, and the Series will not refund your purchase price. Rather, your purchase price will be held in escrow by the Series for a future offering for which you may qualify.

7. **Purchase of Units.** The Purchaser desires to purchase one or more Units of the Fund and hereby tenders the purchase price for the Units subscribed ($9,000 per Unit).

You will be contacted to verify your accredited investor status and to obtain necessary tax information. You will be required to submit certain documents to the Series Manager in order to verify your status. Please submit those documents as soon as possible in order to finalize your subscription. ***If the Series Manager is unable to verify your status as an accredited investor, then your subscription will be rejected and the Company will retain the purchase price for your Units and apply it to any subsequent offering of the Units for which you may qualify. You will not receive a refund of your purchase price.***

Additional documents may be required.