



X-Pass Membership Subscription Agreement 2023

Prepared for:

The customer who reads, accepts, and subscribes to this agreement and the X-Pass Membership.

Created by:

Press Play Battle Arena & Gaming Lounge, LLC. also, DBA Press Play Gaming Lounge

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What is a subscription agreement?

A subscription agreement is a contract between a service provider and a subscriber that defines the precise details of the subscription, such as the length of the subscription, the costs involved, and the cancellation procedure.

For: Any customer who reads, accepts, and subscribes to this agreement and the X-Pass Membership.

SUBSCRIPTION FOR THE MEMBERSHIP INTERESTS

1. The undersigned, Name of Undersigned (the “Subscriber”) hereby subscribes for the purchase of the Membership Interests (“X-Pass Membership”), pursuant to the terms of the Private Offering Memorandum dated Date (the “Memorandum”), issued by Press Play Gaming Lounge, LLC, a State Limited Liability Company (the “Company”) on Date. The Subscriber hereby delivers to the Company (i) two (2) duly signed copies of this Subscription Agreement, and (ii) and subscribes to Press Play Gaming Lounges X-Pass Membership in the amount of the customers selected membership package. Such payment by the Subscriber represents payment Monthly or Annually for the Membership Interests being offered by the Company and subscribed for by the undersigned, in accordance with the terms and conditions of the Memorandum and this Subscription Agreement.
2. The Subscriber hereby acknowledges and agrees that no Membership Interests shall be sold or issued, or deemed sold or issued by the Company to the Subscriber, and that the Subscriber shall in no way be considered a Member of the Company, until (i) the Subscriber has satisfied all requirements of 1.a above, and (ii) the Company has countersigned this Subscription Agreement and deposited any amounts delivered by the Subscriber in the Company’s bank account. If the offering of any Membership Interests is terminated by the Company (in its sole and absolute discretion) without accepting the Subscriber’s subscription, or if the Company rejects the amounts, in whole or in part, the Company will cause the amounts, or the unaccepted portion thereof, to be returned in full to the Subscriber.

ADOPTION OF THE OPERATING AGREEMENT OF COMPANY

The Subscriber has received and read in its entirety, the Company’s Terms/Operating Agreement dated Date (the “Terms/Operating Agreement”), and by execution hereof indicates Subscriber’s full and complete acceptance and adoption of the terms and conditions contained in such Operating Agreement and fully. For the avoidance of doubt, by execution of this Subscription Agreement, the Subscriber is assenting to all terms and conditions contained in the Operating Agreement and the Subscriber executes this Subscription Agreement as a counterpart signature page of the Operating Agreement.

WARRANTIES AND REPRESENTATIONS

The Subscriber represents and warrants to the Company the following:

- Subscriber has received access to an online link of the Memorandum, including the details of X-Pass and all other information as it pertains to the Memorandum, and has read and understands such documents and all terms and conditions contained in such documents in their entirety.
- Subscriber has been provided the opportunity (1) to obtain additional information to validate the information contained in the Memorandum and all attachments and exhibits thereto, (2) to evaluate the merits and risks of an investment in the Company, and (3) to ask questions of the Company and receive answers and documentation from the Company concerning the terms and conditions of the Company’s offering, all to the satisfaction of Subscriber.
- Subscriber understands that the financial data and projections contained in the Memorandum are estimates and projections of possible results made by the Company’s Management Team and there are no assurances that any such results will be achieved.
- Subscriber understands that the Membership Interests have not been registered either with the Securities and Exchange Commission (the “SEC”) or with the securities commission of any state and are being offered and sold pursuant to private

offering exemptions provided in Section 4(2) of the Securities Act of 1933, as amended (the “Act”), Regulation D promulgated by the SEC and applicable state securities laws, and that no governmental agency has recommended or endorsed the Membership Interests or made any finding or determination relating to the adequacy or accuracy of the Memorandum or the fairness for public investment of Membership Interests in the Company.

- Subscriber is a citizen of the United States and resides at the principal address shown on the signature page of this Subscription Agreement. The subscriber has no present intention to change this principal address.
- Subscriber understands the risks involved in any investment/membership in the Company, including those risks described in the Memorandum. Subscriber understands that any investment/membership in the Company is a speculative investment which involves substantial risk of loss of Subscriber’s entire investment, that the Company has no operating or financial history, that no tax ruling has been requested and that there can be no assurances that any tax benefits will result from an investment in the Company. Subscriber has consulted with a tax advisor regarding the tax aspects of this investment and its suitability for the Subscriber. The amount invested by the Subscriber is not excessive in consideration of Subscriber’s financial situation and Subscriber is able to bear the risks of this investment in the Company.
- Subscriber’s knowledge and experience in financial and business matters, and in speculative investments such as investments in the Company, are sufficient to allow Subscriber to fully assess the merits and risks of any investment in the Company.
- The subscriber is a “Sophisticated Investor” as defined in “Investor Suitability Standards” in the Memorandum.
- Subscriber understands that there is and will be no public market for Subscriber’s Membership Interests and that the transferability of Subscriber’s Membership Interests is restricted under the terms of the Operating Agreement and is subject to the consent of the Managing Member identified therein.
- The subscriber understands that the Operating Agreement will impose certain restrictions on the transferability of Subscriber’s Membership Interests.
- The subscriber acknowledges and agrees that the Company nor any other person has represented, guaranteed or warranted that any particular financial results will be achieved by the Company.
- The representations and warranties made herein are true and accurate as of the date hereof and shall be true and accurate as of the date of Subscriber’s delivery of payment to the Company through to Company’s acceptance of Subscriber’s subscription. If Subscriber’s representations and warranties are found by Subscriber not to be true or accurate prior to acceptance of this Subscription Agreement by the Company, Subscriber will immediately notify the Company in writing.

MEMORANDUM

Please note that the details of this memorandum/ agreement can change as the company discovers ways to improve the membership platform in which the subscriber will be notified. Signing up to X-pass means that this agreement is also subject to the user's signed and mandatory waiver agreement.

- PLEASE ALSO REFER TO THE MEMBERSHIP RULES/PRICING AND DESCRIPTION FOR DETAILS SURROUNDING X-PASS WHICH CAN BE FOUND ON THE LINK BELOW:

Last Updated: 5/1/2023 https://pressplaylounge.com/wp-content/uploads/2023/05/X-Pass_Membership_5_1_2023.pdf

AGREED AND ACCEPTED ONLINE VIA THE ALUVII PORTAL

Upon signing this subscription membership Via the online Aluvii membership portal, the subscriber agrees to all terms and conditions set forth by Press Play Gaming Lounge.