



# SUBSCRIPTION APPLICATION

## \$1,000,000 SEED ROUND

Applications Close 30 June 2026

### OUR DETAILS

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**Name** VenUS Oil & Gas Company  
**Address** Suite 100, 5900 Balcones Drive, Austin TX 78731, USA  
**Contact** Mr Chris Eldridge, Manager, Investor Relations  
**Email** [chris@venusoilgas.com](mailto:chris@venusoilgas.com)  
**Website** [www.venusoilgas.com](http://www.venusoilgas.com)

### YOUR DETAILS

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**Full Name**

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**Address**

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**Company Name (if applicable)**

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**Subscription Amount (US\$)**

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*Minimum US\$50,000 · Maximum US\$100,000*

## IMPORTANT LEGAL INFORMATION

- VenUS Oil & Gas Company is incorporated in Texas, USA ('the Company').
- This is a potential opportunity to be a seed investor in the Company. Neither this presentation document, nor our Subscription Application, is an invitation to subscribe for shares in the Company.
- All information provided in this investor presentation is indicative only and subject to change. Prospective investors should do their own due diligence.
- You may, as a consequence of expressing your interest, be invited to subscribe for shares that may be issued in the Company. In that event, a Private Placement Memorandum, with terms for the issue of shares and disclosures about the company, may be sent to you.
- The Seed Capital round is expected to be an exempt private placement under Rule 504 of Regulation D of the Shares Act of 1933 (USA). This potential round could be a total raising of less than \$1 million. We may choose to limit participation to accredited investors only.
- Any prospective investment opportunity will not be promoted to investors until all necessary approvals, disclosures, filings and legal documents are in place and a Private Placement Memorandum is issued. OFAC approvals may be required. Anti Money Laundering rules will be applied. Everything we do will be subject to all necessary government approvals in the US and Venezuela.
- We will accept fiat (USD) or crypto (BTC, ETH or USDT/C) from investors.
- We may accept accredited investors from anywhere in the world (except from sanctioned countries, or sanctioned individuals). Investors from the USA and Venezuela are especially welcome.
- **Subscription Applications close on 30 June 2026.**

## TERMS

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### 1. Company

VenUS Oil & Gas Company ('the Company') is newly incorporated in Texas, USA. Full details about the Company's incorporation will be provided to all prospective investors in the Private Placement Memorandum.

### 2. Seed Round

The Company is proposing to raise \$1,000,000 in a Seed Round. The Seed Round is priced at \$0.05 per Share. Maximum investment is \$100,000. Minimum investment is \$50,000.

### 3. Subscription Application

This is an application by you to subscribe for Shares in the Seed Round.

### 4. No Guarantees

There is no guarantee that you will be invited to participate in the Seed Round, and you are under no obligation to participate if you are invited to do so. This is not a subscription for shares.

### 5. Further Raisings

The Company proposes to undertake further capital raisings. The proposed further capital raisings are set out below (indicative only and subject to change):

Round	Number of Shares	Issue Price	Funds to be Raised
Series A	50,000,000	\$0.20	\$10,000,000
Series B	50,000,000	\$0.50	\$25,000,000
Series C	66,666,667	\$0.75	\$50,000,000
Listing	100,000,000	\$1.00	\$100,000,000

## 6. Options

The Company proposes that each investor who participates in the Seed Round will receive one Option for each Share that they subscribe for. Each Option would entitle them to subscribe for an *additional* Share in the Series A Round at \$0.05 per share.

## 7. Private Placement Memorandum

The Company will issue a Private Placement Memorandum (PPM) to investors who they invite to participate in the Seed Round. The relevant disclosures and terms for subscriptions for shares will be based solely on that PPM when and if an offer is made by the Company to the investors, not based on this Subscription Application.

## 8. Payment in Fiat or Crypto

When it is the right time to make a payment for Shares (not now), the Company will accept payment in Fiat (USD) or Crypto (BTC, ETH, USDT or USDC).

## 9. Forward-Looking Statements

This clause is included in connection with the safe harbor provision of the Private Shares Litigation Reform Act. All investor documents contain forward-looking statements based on management's current expectations, beliefs, and assumptions about future events. Such statements involve a number of risks and uncertainties. Important factors that could cause actual results to differ materially include market acceptance of the Company's services and products, competition, and the availability of financing.

## 10. Right to Reject

The Company reserves the right to reject any Subscription Application for any reason or no reason at all, and is not required to give any reason.

## 11. Representations and Warranties

As a condition to receiving the Shares, the Investor warrants, represents and certifies as follows:

- **Name and Address.** Investor's full name and residential address is as it appears at the top of this document.
- **Investor Deck.** Investor has carefully reviewed the Investor Presentation.
- **Purchase for Own Account.** Investor applies to subscribe for Shares in their own name and for their own account (or for a trust account if they are a trustee), and no other person has any interest in or right with respect to the Shares.
- **No Registration.** Investor recognises that the Shares have not been registered under the Federal Shares Act of 1933 (or any other Shares law) or qualified under any applicable State Shares law, and that any disposition of the Shares would be subject to restrictions imposed by federal and state law.
- **Risk of No Exemption.** Investor recognises that they would not be permitted to dispose of the Shares absent registration and qualification, or an available exemption, and may be required to hold the Shares until a period of time after Listing.
- **No Public Market.** Investor recognises that no public market exists with respect to the Shares and no representation has been made that such a public market will exist at a future date. The Company's intention to list on the NYSE within 2 years is not guaranteed.
- **No Endorsement by Shares Regulators.** No federal or state agency with authority to regulate the sales of Shares has made any finding or determination relating to the fairness for investment of the Shares, and these agencies have not and will not recommend or endorse the Shares.
- **No Advertisements.** Investor has not seen or received any advertisement or general solicitation with respect to the sale of the Shares.
- **Accredited Investor Status.** The Investor is an Accredited Investor as defined in the Shares Act of 1933. See accredited investor criteria below.
- **Liquidity.** Investor has no need for liquidity with respect to this investment.

- **Opportunity for Questions.** Investor has been given the opportunity to ask questions concerning the Shares and the proposed investment as they felt necessary, and received satisfactory information and answers.
- **Risk.** Investor has carefully evaluated their financial resources and investment position and the risks associated with this proposed investment. BY CONSIDERING PARTICIPATION IN THIS PROPOSED INVESTMENT, INVESTOR REALISES THAT IT IS POSSIBLE THAT THEY MAY LOSE THE ENTIRE INVESTMENT.
- **Advice of Counsel.** Investor acknowledges that legal counsel and accounting firms engaged by the Company act solely for the Company. Investor may wish to engage their own legal counsel and accountant.
- **Change in Circumstances.** All information provided by Investor is correct and complete as of the date below. If there is any material change, Investor will immediately inform the Company, which has the right to terminate any Subscription Agreement without penalty.
- **Dilution.** Investor understands that the Company may issue additional equity in the future, which will decrease the percentage ownership each owner holds.

#### Accredited Investor Criteria

- *A natural person with income in excess of \$200,000 in each of the two most recent years, or joint income with spouse in excess of \$300,000, with a reasonable expectation of the same income level in the current year.*
- *A natural person with net worth individually or jointly with spouse in excess of \$1 million, excluding primary residence equity.*
- *A director, executive officer or general partner of the Company.*
- *A corporation, partnership, business trust or charitable organisation with assets in excess of \$5 million, not formed to acquire Shares offered by the Company.*
- *An entity in which all the equity owners are accredited investors.*
- *A bank, savings and loan association, broker or dealer, insurance company, registered investment company, business development company, or Small Business Investment Company.*
- *An employee benefit plan established and maintained by a government entity or governed by ERISA with total assets in excess of \$5 million, or a self-directed ERISA plan where investment decisions are made by accredited investors.*
- *A trust with assets of at least \$5 million, not formed to acquire Shares offered by the Company, whose purchases are directed by a sophisticated person capable of evaluating the merits and risks of a prospective investment.*

## 12. Arbitration

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION APPLICATION OR ANY SHARES THAT INVOLVES THE COMPANY, ITS PRINCIPALS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, BROKERS, ATTORNEYS OR AGENTS — INCLUDING FEDERAL AND STATE STATUTORY CLAIMS — SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION IN THE UNITED STATES IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. INVESTOR ACKNOWLEDGES THAT ARBITRATION PRECLUDES THE RIGHT TO A JURY. TO THE EXTENT ALLOWED BY LAW, CLASS-ACTION ARBITRATION IS SPECIFICALLY PROHIBITED.

## 13. General Provisions

**13.1 Whole Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior oral and written agreements, understandings, commitments, representations and practices between the parties.

**13.2 Authority.** The undersigned warrants that they have full legal authority to sign for their respective party and that such party is lawfully empowered to enter into this Agreement.

**13.3 Successors.** Except as otherwise specified, this Agreement will inure to the benefit of and be binding on any successors or assigns of either party.

**13.4 Invalidity.** If any portion of this Agreement is found to be invalid, the narrowest segment possible shall be excised and the remainder will continue in full force and effect.

**13.5 Modification and Waiver.** This Agreement may not be modified except by a writing signed by the parties. No waiver will be a continuing waiver unless so stated in a signed writing.

**13.6 Assignment.** Neither party may assign its rights under this Agreement without the prior written consent of the other party.

**13.7 Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Texas and of the United States of America, excluding conflicts-of-law provisions.

**13.8 Venue.** Any litigation or arbitration arising from or relating to this Agreement shall be brought exclusively in the venue proper for an individual residing in San Francisco, California.

**13.9 Construction.** Each Party has had the opportunity to review this Agreement. Accordingly, the normal rule that ambiguities are resolved against the drafting Party shall not apply.

**13.10 Counterparts.** This Agreement may be executed in counterparts and by electronic signatures, each of which shall be considered a duplicate original.

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**DATED: June \_\_\_\_\_, 2026**

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*Signature*

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*Name of Signatory*