

Fast Finance Pay Corp



REGULATION S* (“Reg S”) PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (“Agreement”)

**20,000,000 Shares of Common Stock at
€0.50**

May 2023

* Reg S is fully set forth at 17 CFR §249.308, 308a,308b, 310 and 310b; 230.901-905 and preliminary notes thereto.

REGULATION S PRIVATE PLACEMENT SUBSCRIPTION

Fast Finance Pay Corp

Uhlandstrasse 165/166
Berlin 10719
Germany

PRIVATE PLACEMENT

INSTRUCTIONS TO SUBSCRIBER:

1. **COMPLETE** the information on page 3 of this Subscription Agreement.
2. **Residents in the European Union, COMPLETE** the Prospective Investor Suitability Questionnaire attached as Appendix 1 to this Subscription Agreement.
3. **COURIER** the originally executed copy of the entire Subscription Agreement, together with the Questionnaires, to the Company at:

Fast Finance Pay Corp
Uhlandstrasse 165/166
Berlin 10719
Germany

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

TO: Fast Finance Pay Corp (the "Company") - Subject and pursuant to the attached "Terms and Conditions" of this Subscription Agreement, including all schedules and appendices attached hereto, the Subscriber hereby irrevocably subscribes for, and on the Closing Date, will purchase from the Company, the following securities at the following price:

Number of Shares Subscribed for: _____ Shares
€0.50 per Share for a total purchase price of € _____
The Subscriber previously owns, directly or indirectly, the following securities of the Company: _____
<input type="checkbox"/> [Check if applicable] The Subscriber is an affiliate of the Company

REGISTRATION INSTRUCTIONS	DELIVERY INSTRUCTIONS if different
_____ Name to appear on certificate	_____ Name and account reference, if applicable
_____ Account reference if applicable	_____ Contact name
_____ Address	_____ Address
_____ City, Postal Code	_____ City, Postal Code
_____ Tax I.D./Steuer-ID/Steuernummer	_____ Telephone Number

EXECUTED by the Subscriber this _____ day of _____, **2023**.

WITNESS:	EXECUTION BY SUBSCRIBER:
_____ Signature of Witness	X Signature of individual (if Subscriber is an individual)
_____ Name of Witness	X Authorized signatory (if Subscriber is not an individual)
_____ Address of Witness	_____ Name of Subscriber (please print)
ACCEPTED and EFFECTIVE this _____ day of _____, 2023	_____ Name of authorized signatory (please print)
Fast Finance Pay Corp	_____ Address of Subscriber (residence)
per: _____	_____ Telephone Number
_____ Authorized Signatory	_____ E-mail address
	_____ State ID/Insurance No.:

By signing this acceptance, the Subscriber agrees to be bound by the term and conditions of this Subscription Agreement.

NONE OF THE SECURITIES TO WHICH THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (THE "SUBSCRIPTION AGREEMENT") RELATES HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

TERMS AND CONDITIONS

1. Subscription

1.1 The above signed (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of shares of the Company's common stock (the "Shares") as set out on page 3 of this Subscription Agreement at a price of €0.50 per Share (such subscription and agreement to purchase being the "Subscription"), for the total subscription price as set out on page 3 of this Subscription Agreement (the "Subscription Proceeds"), which Subscription Proceeds are tendered herewith, on the basis of the representations and warranties and subject to the terms and conditions set forth herein. The Shares are also referred to as the "Securities".

1.2 The Company hereby agrees to sell on the basis of the representations and warranties and subject to the terms and conditions set forth herein, to the Subscriber the Shares. Subject to the terms hereof, the Subscription Agreement will be effective upon its acceptance by the Company.

1.3 Unless otherwise provided, all amounts referred to in this Subscription Agreement are in Euros, €, the lawful money of the European Union.

2. Payment

2.1 The Subscription Proceeds must accompany this Subscription and shall be paid to the Company by wire transfer, certified cheque, bank draft or money order. The Subscription Proceeds may also be wired to the Company pursuant to the wire instructions attached as an Appendix.

2.2 The Subscriber acknowledges and agrees that this Subscription Agreement and any other documents delivered in connection herewith will be held by the Company's lawyers on behalf of the Company. In the event that this Subscription Agreement is not accepted by the Company for whatever reason within 60 days of the delivery of an executed Subscription Agreement by the Subscriber, this Subscription Agreement, the Subscription Proceeds and any other documents delivered in connection herewith will be returned to the Subscriber at the address of the Subscriber as set forth in this Subscription Agreement without interest or deduction.

2.3 Where the Subscription Proceeds are paid to the Company, the Company may treat the Subscription Proceeds as a non-interest-bearing loan and may use the Subscription Proceeds prior to this Subscription Agreement being accepted by the Company.

3. Questionnaires and Undertaking and Direction

3.1 The Subscriber must complete, sign, and return to the Company the following documents:

- (a) One (1) executed copy of this Subscription Agreement.
- (b) the Questionnaire in the form attached as Appendix 1 if the Subscriber is resident in the EU.

3.2 The Subscriber shall complete, sign, and return to the Company as soon as possible, on request by the Company, any documents, questionnaires, notices, and undertakings as may be required by regulatory authorities, stock exchanges and applicable law.

4. Closing

4.1 Closing of the purchase and sale of the Securities shall be deemed to be effective on such date as may be determined by the Company in its sole discretion (the "Closing Date"). The Subscriber acknowledges that Shares may be issued to other subscribers under this offering (the "Offering") before or after the Closing Date. The Company, may, at its discretion, elect to close the Offering in one or more closings, in which event the Company may agree with one or more subscribers (including the Subscriber hereunder) to complete delivery of the Securities to such subscriber(s) against payment therefore at any time on or prior to the Closing Date.

5. Acknowledgements of Subscriber

5.1 The Subscriber acknowledges and agrees that:

- (a) none of the Securities have been registered under the 1933 Act, or under any state securities or "blue sky" laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or to U.S. Persons, as that term is defined in Regulation S under the 1933 Act ("Regulation S"), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act;
- (b) The Subscriber acknowledges that the Company has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act.
- (c) the decision to execute this Subscription Agreement and purchase the Securities agreed to be purchased hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company. If the Company has presented a business plan to the Subscriber, the Subscriber acknowledges that the business plan may not be achieved or be achievable.
- (d) the Subscriber and the Subscriber's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the sale of the Securities hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company.
- (e) the decision to execute this Subscription Agreement and purchase the Securities agreed to be purchased hereunder has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company and such decision is based solely upon a review of publicly available information regarding the Company (the "Company Information").
- (f) the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by Subscribers during reasonable business hours at its principal place of business and that all documents, records and books in connection with the sale of the Securities hereunder have been made available for inspection by the Subscriber, the Subscriber's attorney and/or advisor(s)
- (g) by execution of this Subscription Agreement the Subscriber has waived the need for the Company to communicate its acceptance of the purchase of the Securities pursuant to this Subscription Agreement.
- (h) all information which the Subscriber has provided to the Company in the Questionnaire is correct and complete as of the date the Questionnaire is signed, and if there should be any change in such

information prior to the Subscription being accepted by the Company, the Subscriber will immediately provide the Company with such information.

- (i) the Company is entitled to rely on the representations and warranties and the statements and answers of the Subscriber contained in this Subscription Agreement and in the Questionnaire, and the Subscriber will hold harmless the Company from any loss or damage it may suffer as a result of the Subscriber's failure to correctly complete this Subscription Agreement or the Questionnaire.
- (j) Subscriber will indemnify and hold harmless the Company and, where applicable, its respective directors, officers, employees, agents, advisors and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Company in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Company in connection therewith;
- (k) the issuance and sale of the Securities to the Subscriber will not be completed if it would be unlawful or if, in the discretion of the Company acting reasonably, it is not in the best interests of the Company.
- (l) Subscriber has been advised to consult Subscriber's own legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and with respect to applicable resale restrictions and Subscriber is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions.
- (m) The common stock trades only on the OTC Pink market in the United States and none of the Securities are listed on any stock exchange and no representation has been made to the Subscriber that any of the Securities will become listed on any stock exchange or automated dealer quotation system.
- (n) Subscriber is acquiring the Securities as principal for Subscriber's own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares.
- (o) the Subscriber is acquiring the Securities pursuant to an exemption from the registration and prospectus requirements of applicable securities legislation in all jurisdictions relevant to this Subscription, and, as a consequence, the Subscriber will not be entitled to use most of the civil remedies available under applicable securities legislation and the Subscriber will not receive information that would otherwise be required to be provided to the Subscriber pursuant to applicable securities legislation;
- (p) the Subscriber has been advised that there is no assurance that the Company will raise sufficient funds to adequately capitalize the business or that the business will be profitable in the future.
- (q) the Subscriber recognizes that an investment in the Shares involves certain risks and has taken full cognizance of and understand all of the risk factors related to the business objectives of the Company and the purchase of the Shares. An investment in the Shares offered hereby is speculative and involves a high degree of risk and should not be purchased by persons who cannot afford the loss of their entire investment. Prospective investors should carefully consider all risk factors before investing.

- (r) Pending acceptance of this subscription by the Company, all funds paid hereunder shall be deposited by the Company. In the event the subscription is not accepted, the subscription funds will be promptly returned to Subscriber.
- (s) the Subscriber agrees to indemnify and hold harmless the Company, its officers and directors from and against all damages, losses, costs and expenses (including reasonable attorney's fees) which they may incur by reason of my failure to fulfill any of the terms or conditions of this Subscription Agreement, or by reason of any untrue statement made herein or any breach of the representations and warranties made herein or in any document that I have provided to the Company.
- (t) The shares of common stock comprising this offering are not registered under the federal securities laws or qualified under any state securities laws, and they are being sold in reliance upon exemptions under such laws. The exemptions used require, among other things, that the common stock be purchased for investment purposes only, and not with any current view to the distribution or resale thereof. Unless the common stock is registered with the SEC and any required state authorities, or an appropriate exemption from such registration is available, a holder of these securities will be unable to liquidate his or her investment in the securities, even though the holder's personal financial condition may dictate such liquidation. The certificates representing the shares of common stock will bear appropriate legends referring to restrictions on transferability imposed by the Securities Act and applicable state securities laws. The common stock may not be pledged, hypothecated, assigned, or otherwise disposed of except as permitted under applicable federal and state securities laws or pursuant to registration or exemption therefrom. Therefore, prospective stockholders who require liquidity in their investments should not invest in the shares.
- (u) no documents in connection with the sale of the Securities hereunder have been reviewed by the Securities and Exchange Commission or any state securities administrators.
- (v) there is no government or other insurance covering any of the Securities; and
- (w) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Company.

6. Representations, Warranties and Covenants of the Subscriber

- (a) The Subscriber hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the Closing) that:
- (b) the Subscriber is resident in the jurisdiction set forth on page 3 underneath the Subscriber's name and signature.
- (c) the Subscriber has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporation, Subscriber is duly incorporated and validly subsisting under the laws of Subscriber's jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber.
- (d) the Subscriber (i) has adequate net worth and means of providing for Subscriber's current financial needs and possible personal contingencies, (ii) has no need for liquidity in this investment, and (iii) is able to bear the economic risks of an investment in the Securities for an indefinite period of time.
- (e) the Subscriber has made an independent examination and investigation of an investment in the Securities and the Company and has depended on the advice of Subscriber's legal and financial advisors and agrees that the Company will not be responsible in anyway whatsoever for the Subscriber's decision to invest in the Securities and the Company.

- (f) all information contained in the Questionnaire is complete and accurate and may be relied upon by the Company and the Subscriber will notify the Company immediately of any material change in any such information occurring prior to the closing of the purchase of the Securities.
- (g) the entering into of this Subscription Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound.
- (h) the Subscriber has duly executed and delivered this Subscription Agreement, and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (i) Subscriber understands and agrees that none of the Securities have been registered under the 1933 Act or any state securities laws, and, unless so registered, none may be offered or sold in the United States or, directly or indirectly, to U.S. Persons (as defined herein) except pursuant to an exemption from, or in a transaction not subject to, the Registration Requirements of the 1933 Act and in each case only in accordance with state securities laws;
- (j) Subscriber is purchasing the Securities for Subscriber's own account for investment purposes only and not for the account of any other person and not for distribution, assignment or resale to others, and no other person has a direct or indirect beneficial interest in such Shares, and the Subscriber has not subdivided his interest in the Securities with any other person.
- (k) Subscriber is able to fend for itself in the Subscription and has the ability to bear the economic risks of Subscriber's prospective investment and can afford the complete loss of such investment.
- (l) if Subscriber is acquiring the Securities as a fiduciary or agent for one or more investor accounts, Subscriber has sole investment discretion with respect to each such account and Subscriber has full power to make the foregoing acknowledgments, representations, and agreements on behalf of such account.
- (m) Subscriber understands and agrees that the Company and others will rely upon the truth and accuracy of the acknowledgments, representations and agreements contained in sections 5 and 6 hereof and agrees that if any of such acknowledgments, representations and agreements are no longer accurate or have been breached, Subscriber shall promptly notify the Company.
- (n) the Subscriber:
 - (i) is knowledgeable of, or has been independently advised as to, the applicable securities laws of the securities regulators having application in the jurisdiction in which the Subscriber is resident (the "International Jurisdiction") which would apply to the acquisition of the Securities,
 - (ii) is purchasing the Securities pursuant to exemptions from prospectus or equivalent requirements under applicable securities laws or, if such is not applicable, the Subscriber is permitted to purchase the Securities under the applicable securities laws of the securities regulators in the International Jurisdiction without the need to rely on any exemptions,
 - (iii) acknowledges that the applicable securities laws of the authorities in the International Jurisdiction do not require the Company to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of any of the Securities, and
 - (iv) represents and warrants that the acquisition of the Securities by the Subscriber does not trigger:

- A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - B. any continuous disclosure reporting obligation of the Company in the International Jurisdiction, and
- (o) the Subscriber will, if requested by the Company, deliver to the Company a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Company, acting reasonably
- (p) the Subscriber is not acquiring the Securities as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (q) no person has made to the Subscriber any written or oral representations:
- (i) that any person will resell or repurchase any of the Securities.
 - (ii) that any person will refund the purchase price of any of the Securities.
 - (iii) as to the future price or value of any of the Securities; or
 - (iv) that any of the Securities will be listed and posted for trading on any stock exchange or automated dealer quotation system or that application has been made to list and post any of the Securities of the Company on any stock exchange or automated dealer quotation system.
 - (v) In this Subscription Agreement, the term “U.S. Person” shall have the meaning ascribed thereto in Regulation S and for the purpose of the Subscription includes any person in the United States.
- (r) The Subscriber has carefully reviewed all material information regarding the Company and its business, including the Company’s reports filed with OTC Markets Group.
- (s) The Subscriber is not relying on the Company, or its affiliates or agents, with respect to economic considerations involved in this investment. The Subscriber has relied solely on its own advisors.
- (t) Regulation S Exemption. The Subscriber understands that the Shares are being offered and sold in reliance on an exemption from the registration requirements of United States federal and state securities laws under Regulation S promulgated under the Securities Act and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Investor set forth herein in order to determine the applicability of such exemptions and the suitability of the Investor to acquire the Shares. In this regard, the Subscriber specifically represents, warrants and agrees that:
- (i) The Subscriber is not a U.S. Person (as defined below), is not an affiliate (as defined in Rule 501(b) under the Securities Act) of the Company and is not acquiring the Shares for the account or benefit of a U.S. Person. A U.S. Person means any one of the following:
 - a. any natural person resident in the United States of America;
 - b. any partnership or corporation organized or incorporated under the laws of the United States of America; any estate of which any executor or administrator is a U.S. person;
 - c. a trust which any trustee is a U.S. person;
 - d. any agency or branch of a foreign entity located in the United States of America;
 - e. any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
 - f. any discretionary account or similar account (other than an estate or trust) held by a

dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States of America; and

g. any partnership or corporation if

- i. organized or incorporated under the laws of any foreign jurisdiction; and
- ii. formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts.

(ii) At the time of the origination of contact concerning this Agreement and the date of the execution and delivery of this Agreement, the Subscriber was outside of the United States.

(iii) The Subscriber will not, during the period commencing on the date of issuance of any Shares and ending on the first anniversary of such date, or such shorter period as may be permitted by Regulation S or other applicable securities law (the "Restricted Period"), offer, sell, pledge or otherwise transfer the Shares in the United States, or to a U.S. Person for the account or for the benefit of a U.S. Person, or otherwise in a manner that is not in compliance with Regulation S.

(iv) The Subscriber will, after the expiration of the Restricted Period, offer, sell, pledge or otherwise transfer the Shares only pursuant to registration under the Securities Act or an available exemption therefrom and in accordance with all applicable state and foreign securities laws.

(v) The Subscriber was not in the United States, engaged in, and prior to the expiration of the Restricted Period will not engage in, any short selling of or any hedging transaction with respect to the Shares, including without limitation, any put, call or other option transaction, option writing or equity swap.

(vi) Neither the Subscriber nor any person acting on his behalf has engaged, nor will engage, in any directed selling efforts to a U.S. Person with respect to the Shares and the Investor and any person acting on his behalf

6.2 Acknowledgement and Waiver. The Subscriber has acknowledged that the decision to purchase the Securities was solely made on the basis of publicly available information. The Subscriber hereby waives, to the fullest extent permitted by law, any rights of withdrawal, rescission or compensation for damages to which the Subscriber might be entitled in connection with the distribution of any of the Securities.

7. Representations and Warranties will be Relied Upon by the Company

7.1 The Subscriber acknowledges that the representations and warranties contained herein are made by Subscriber with the intention that they may be relied upon by the Company and its legal counsel in determining the Subscriber's eligibility to purchase the Securities under applicable securities legislation, or (if applicable) the eligibility of others on whose behalf Subscriber is contracting hereunder to purchase the Securities under applicable securities legislation. The Subscriber further agrees that by accepting delivery of the certificates representing the Securities on the Closing Date, Subscriber will be representing and warranting that the representations and warranties contained herein are true and correct as at the Closing Date with the same force and effect as if they had been made by the Subscriber at the Closing Date and that they will survive the purchase by the Subscriber of the Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such Shares.

8. Resale Restrictions

8.1 The only market for the Company's securities is in the United States. Under current United States law, the securities cannot be resold by the Subscriber into the U.S. market until after a period of one year following the Subscriber's date of payment and acceptance by the Company.

9. Legend and Registration of Subject Securities

9.1 The Subscriber hereby acknowledges that that upon the issuance thereof, and until such time as the same is no longer required under the applicable securities laws and regulations, the certificates representing any of the Securities will bear a legend in substantially the following form:

“NONE OF THE SECURITIES TO WHICH THIS PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (THE “SUBSCRIPTION AGREEMENT”) RELATES HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.”

9.2 The Subscriber hereby acknowledges and agrees to the Company making a notation on Subscriber’s records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Subscription Agreement.

10. Costs

10.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the purchase of the Securities shall be borne by the Subscriber.

11. Governing Law

11.1 This Subscription Agreement is governed by the laws of the State of Nevada and the federal laws applicable therein. The Subscriber, in Subscriber’s personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom Subscriber is acting, irrevocably attorneys of the jurisdiction of the State of Nevada.

12. Survival

12.1 This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Securities by the Subscriber pursuant hereto.

13. Assignment

13.1 This Subscription Agreement is not transferable or assignable.

14. Execution

14.1 The Company shall be entitled to rely on delivery by facsimile machine of an executed copy of this Subscription Agreement and acceptance by the Company of such facsimile copy shall be equally effective to create a valid and binding agreement between the Subscriber and the Company in accordance with the terms hereof.

15. Severability

15.1 The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.

16. Entire Agreement

16.1 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

17. Notices

17.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Subscriber shall be directed to the address on page 2 and notices to the Company shall be directed to it at the first page of this Subscription Agreement.

18. Counterparts

18.1 This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument.

20. Business Overview

- (a) The exact name of the issuer: **Fast Finance Pay Corp**
- (b) The address of its principal executive offices: **Uhlandstrasse 165/166, Berlin 10719 Germany**
- (c) Telephone number of principal executive offices: **+49 307 262 1571**
- (d) The state of incorporation: **Nevada**
- (e) The date of incorporation: **December 29, 2008**
- (f) The exact title and class of the security: **Common**
- (g) The type of security (Domestic Security, ADR, Foreign Security, or DPP): **Domestic Security**
- (h) Symbol of security (if assigned): **FFPP**
- (i) The par or stated value of the security: \$,0001
- (j) The number of shares or total amount of the securities to be outstanding as of the end this offering.

8,530,570.24 Prior to offering and after reverse split.
28,530,570.24 After offering. (Please note that control will not change due to the Voting Preferred which, at the conclusion of the offering, will still leave Fast Finance 24 Holding AG with 88% of the voting power and upon conversion a similar concentration in the common stock).

- (k) The name and address of the transfer agent.

V Stock Transfer, LLC
18 Lafayette Place
Woodmere, New York 10583

- (l) The nature of the issuer's business.

The issuer is a U.S. Holding Company, Fast Finance Pay Corp, with operations conducted through German operating entities, i.e., OK.de Services GmbH, FF24 Merchant Services GmbH, FF24 Ventures GmbH.

(m) The nature of products or services offered.

FF24 Merchant Services GmbH

ff24payments.com is a modern, scalable real-time payment platform that grows with every company and offers innovative solutions, whether for one-off purchases or recurring bookings, and is aimed at large and small online retailers and operators of the growing number of websites that derive their income from the "freemium" models. MasterCard, VISA, SEPA, SOFORT (Sofortüberweisung) and PayPal are currently supported. For 2022, only marketing and integration with German online shops was initially planned. A start in other European countries is planned for Q4 / 2023. Expansion into the USA and Asia is not presently planned.

FF24 Ventures GmbH

ff24pay.com offers banking and instant transfer solutions for a wide range of the world's major currencies. The initial target group are private individuals and SMEs who use either euros (EUR) or other European currencies as their base currency. Ff24pay.com will offer European customers the following services: IBAN accounts, debit cards, processing of multiple currencies, SEPA and SWIFT transfers, as well as recurring payments. Easily accessible apps for Android and iPhone will be ready to download from the app stores in the target regions of ff24pay.com; desktop and laptop versions of the apps, which might better suit the needs of SME business users, will also be downloadable. The goal by the end of 2023 is 10,000 customers in Europe and the successful establishment of ff24pay.com as a modern and secure banking solution. Following the acquisition of the FinTech Companies, SVAP is required to spin off Neo Virucide, Inc., a subsidiary, to shareholders of record on March 5, 2021.

OK.de Services GmbH

OK.de is the first free, fully CO2 neutral as well as GDPR compliant email provider based in Germany. In addition to innovative e-mail box functions with unlimited storage space, OK.de offers its end customers its own messenger service, a professional organizer, the OK-Drive cloud storage, a well as a video and entertainment package and many other additional functions. With OK.secure, OK.de presents an innovative, free and absolutely secure messenger service (as an app for Android and IOS) with an unprecedented range of functions in addition to the classic email mailboxes. Thus, chat, telephony and online memory is provided with military grade encryption. This service has been recognized by internet publication Deutschland Test as the second most popular encrypted email provider in Germany.

The Future-For 2023, OK.de plans to expand its existing range of innovative services to include the subject areas of "communication and cryptocurrencies." As the first German speaking provider based in the EU, OK.de plans to carry out the full integration of a crypto wallet into an encrypted messenger service. All private data is end-to-end encrypted and integrated into the blockchain to ensure 100% control for customers.

(n) Indicate the issuer's primary and secondary SIC Codes: Primary: 7389

(o) If the issuer has never conducted operation, is in the developmental stage or is currently conducting operations: Fast Finance Pay Corp will be conducting operations through its subsidiaries.

(p) State the names of any parent, subsidiary, or affiliate of the issuer, and describe its business purpose, its method of operation, its ownership, and whether it is included in the financial statements attached to this disclosure document

The issuer will conduct all its business in Germany through its wholly owned subsidiaries-Ok.de Services GmbH, FF24 Merchant Services GmbH, and FF24 Ventures GmbH. The issuer owns 100% of the subsidiaries.

(q) Effect of the existing or probable governmental regulations on the business:

Minimal, although rules relating to encryption services are being examined for possible future regulation in some jurisdictions.

(r) Costs and effects of compliance with environmental laws (federal, state, and local): The business operation of our subsidiaries currently incurs no costs of compliance with environmental laws.

(s) An estimate of the amount spent during each of the last two fiscal years on research and development activities, and, if applicable, the extent to which the cost of such activities is borne directly by customers: There are no amounts spent on research and development activities.

(t) Number of total employees and number of full-time employees: There are currently five employees and all of them are full-time employees. In addition, there are 100 part-time employees.

(u) The nature and extent of the issuer's facilities: Facilities are located at the corporate headquarters at Uhlandstrasse 165/166, Berlin 10719, Germany.

(v) The name of the chief executive officer and members of the board of directors.

NO	NAME	POSITION
1	Andreas Garke	President, Director
2	Armin Dartsch	Secretary, Director
3	Sayed Muhammad Iqbal	Chief Financial Officer, Treasurer

1. ANDREAS GARKE is our President and Director. From November 2018 until present he has served as Chief Executive Officer and Director of Fast Finance 24 Holding AG where he has been responsible for the day-to-day management of FF24 Holding's operations and supervision of its investments. His expertise includes but is not confined to sales and marketing, strategic consulting, new market entry and business development. He has also served from November 2018 to November 2022 as CEO of Design Your Home Global PLC, an inspirational online marketplace for trendy European brands and designer furniture.

2. Armin Dartsch is our Secretary, General Counsel and Director. From November 2018 until the present Mr. Dartsch assisted management in all decisions of fundamental importance to the company including, but not limited to, risk management, strategic development and investment matters.

3. Sayed Muhammad is our Chief Financial Officer and Treasurer. From June 2020 until the present Mr. Iqbal conducted cash flow analysis and prepared reports summarizing cash in-flow and cash out-flows. He has been responsible for proposing overall budgets, delivering monthly revenue forecasts. He assists managers in preparing balance sheets, profit/loss statements (IFRS and GAAP) and other financial statements as required. He analyzes profit/loss statements such as revenues, cost of sales, expenses, EBIT and operating margins to determine the company's financial position. He was previously Junior Business Development Manager from December 2018 to May 2020 for MyStylo GbR where he created different Cost/Profit centers in the company's accounting software and allocating the company's bank transactions to the respective Cost/Profit centers. He was also responsible for that company's bookkeeping for the Accounting and Finance departments, planning and overseeing new marketing initiatives.

(w) Financial statement information (Balance Sheet, Income Statement, Statement of Changes in Shareholders' Equity), prepared in accordance with US GAAP.

See attached Addendum 3 comprising the filed Annual Report with Financial Statements for the Year Ended December 31, 2022 and the Quarterly Report for the period ended March 31, 2023.

(x) Is a broker or dealer or any associated person of a broker dealer is affiliated, directly or indirectly with the issuer? If so please provide details: No

(y) Fiscal Year End Date: December 31

(z) Details surrounding Fast Finance Pay Corp.'s prior offering(s): See Statement of Stockholder's Equity and Notes to the Financial Statements included in Addendum 3.

21. The ownership of all officers, directors and 5% shareholders.*

Name	Status	Common Shares Held	Other Shares	Percentage Owned
Andeas Garke	President, Director	0	0	0
Armin Dartsch	Secretary, Director	0	0	0
Sayed Iqbal	CFO, Treasurer	0	0	0
Dennis Hoffman	5% Holder	20,000,000	0	9.38%
Daniel Fisher	5% Holder	11,750,000	0	5.51%
Elizabeth Ehrlich Kellogg	5% Holder	15,462,500	0	7.25%
John F. Fruhmann	5% Holder	10,722,200	0	5.03%
Fast Finance 24 Holding AG/ Armin Dartsch & Ole Jensen	Mr. Dartsch is a control person and an officer and director	50,007,286	95,973 Series D	23.45% and 100% (Series D)

* All share holdings in this report are stated as at March 31, 2023 and do not reflect the 1 for 25 reverse split effective May 4, 2023 unless otherwise stated.

22. Holdings of officers, directors and principal shareholders that are also shareholders of any corporation on the shareholders list.

No officer, director or principal shareholder is also an officer, director or principal shareholder of any corporation on the Issuer's shareholder list, except as set forth in the table hereinabove.

23. A statement indicating whether any person or entity has control, written or otherwise, of the sale, transfer, disposition, voting or any other aspect of the shares listed on the shareholder list other than the person or the entity identified as the shareholder. This statement should include any past, present or future arrangements.

No person or entity has control, written or otherwise, of the sale, transfer, disposition, voting or any other aspect of the shares listed on the shareholder list other than the person or the entity identified as the shareholder. This includes any past, present or future arrangements.

24. A description of all relationships existing among and between the shareholders and the issuer, its predecessors, its present and prior officers and directors, and other shareholders: **None**

25. A detailed description of the steps the Issuer plans to take during the next year in furtherance of its business plan.

Milestone or Step	Expected Manner Of Occurrence or Method Of Achievement	Date When Step Should be Accomplished	Cost of Completion (€)
OK.de			
Program Ok.secure wallet	1. Hire Programmers	12/31/2023	400,000
Program the ok.secure Messenger	1. Hire programmers	12/31/2023	200,000
Upgrade website	1. Hire website builder	06/30/2023	200,000
Marketing	1. Hire personnel	09/30/2023	150,000

	2. Train personnel	12/31/2023	100,000
Marketing Budget	1. Campaign for expansion of APP Installations. Buy leads.	09/30/2023	1,500,000
FF24 Pay			
Complete the FF24 Pay App	1. Hire app programmers	09/30/2023	700,000
Upgrade website	1. Hire website builder	09/30/2023	100,000
Marketing Budget	1. Hire personnel	09/30/2023	75,000
	2. Train personnel	12/31/2023	50,000
	3. Expansion of App Installs, Buying Leads	12/31/2023	2,500,000
FF24 Payments			
Upgrade website	1. Hire website builder	06/30/2023	100,000
Marketing	1. Hire personnel	09/30/2023	125,000
	2. Train personnel	12/31/2023	100,000
Marketing Budget	1. SEO, Social Media Campaigns, Buying Leads.	12/31/2023	2,000,000
All Subsidiaries			
Build New Server Structure-Switch to Lux Green Bond eligible Systems	1. Buy Equipment	09/30/2023	100,000
	2. Install Equipment	12/31/2023	100,000
	3. Programming Maintenance Systems	12/31/2023	500,000
Reserve of Business Expansion Through Acquisitions	1. M & A of potential companies	09/30/2023	1,000,000

26. Has the Company entered into any discussions or negotiations concerning potential merger or acquisition candidates? If so, describe the discussions and provide any related documentation: **No.**

27. Is the Issuer working with any consultants or public relations firms? If so, provide compensation exchanged (to date and future), dates of service, services provided and future expected services: **None.**

28. Detailed description of any and all securities related disciplinary history of any officer and director of the issuer. In addition, provide any and all available documentation related to disciplinary history: **None.**

29. Provide a schedule or outline all material current or pending litigation: **None.**

APPENDIX I

PROSPECTIVE INVESTOR SUITABILITY QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription Agreement. Suitability is not a guarantee of acceptance.

This Questionnaire is for use by each Subscriber who is a Non-US person (as that term is defined Regulation S of the United States Securities Act of 1933 (the “1933 Act”)) and has indicated an interest in purchasing Securities of Fast Finance Pay Corp (the “Company”). The purpose of this Questionnaire is to assure the Company that each Subscriber will meet the standards imposed by the 1933 Act and the appropriate exemptions of applicable state securities laws. The Company will rely on the information contained in this Questionnaire for the purposes of such determination. The Securities will not be registered under the 1933 Act in reliance upon the exemption from registration afforded by Section 3(b) and/or Section 4(6) of the 1933 Act. This Questionnaire is not an offer of shares or any other securities of the Company in any country other than those specifically authorized by the Company.

All information contained in this Questionnaire will be treated as confidential. However, by signing and returning this Questionnaire, each Subscriber agrees that, if necessary, this Questionnaire may be presented to such parties as the Company deems appropriate to establish the availability, under the 1933 Act or applicable state securities law, of exemption from registration in connection with the sale of the Securities hereunder.

The Subscriber covenants, represents and warrants to the Company that Subscriber satisfies one or more of the categories of “Accredited Investors” as indicated below: (Please initial in the space provide those categories, if any, of an “Accredited Investor” which the Subscriber satisfies)

- | | |
|------------------|--|
| _____ Category 1 | A charitable organization, a corporation, a business trust or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of €5,000,000; |
| _____ Category 2 | A natural person whose individual net worth, or joint net worth with that person’s spouse, on the date of purchase exceeds €1,000,000, excluding the value of such person’s primary residence; |
| _____ Category 3 | 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; |
| _____ Category 4 | A “bank” or savings and loan association or other similar institution Act acting in Subscriber’s individual or fiduciary capacity; a broker dealer; an insurance company; an investment company or a business development company; a plan with total assets in excess of €5,000,000 established and maintained by a state, a political subdivision thereof, or an agency or instrumentality of a state or a political subdivision thereof, for the benefit of Subscriber’s employees; an employee benefit plan |

whose investment decisions are made by a plan fiduciary, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of €5,000,000, or, if a self-directed plan, whose investment decisions are made solely by persons that are accredited investors;

_____ Category 5 A director or executive officer of the Company;

_____ Category 6 An entity in which all of the equity owners satisfy the requirements of one or more of the foregoing categories;

Note that prospective Subscribers claiming to satisfy one of the above categories of Accredited Investor may be required to supply the Company with a balance sheet, prior years' federal income tax returns or other appropriate documentation to verify and substantiate the Subscriber's status as an Accredited Investor.

If the Subscriber is an entity which initialled Category 6 in reliance upon the Accredited Investor categories above, state the name, address, total personal income from all sources for the previous calendar year, and the net worth (exclusive of home, home furnishings and personal automobiles) for each equity owner of the said entity:

The Subscriber hereby certifies that the information contained in this Questionnaire is complete and accurate and the Subscriber will notify the Company promptly of any change in any such information. If this Questionnaire is being completed on behalf of a corporation, partnership, trust or estate, the person executing on behalf of the Subscriber represents that Subscriber has the authority to execute and deliver this Questionnaire on behalf of such entity.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the _____ day of _____, _____.

If a Corporation, Partnership or Other Entity:

If an Individual:

Print of Type Name of Entity

Signature

Signature of Authorized Signatory

Print or Type Name

Type of Entity/Governmental Tax ID Number
Steuer Nummer if German

Governmental Tax ID Number
Steuer-ID if German

APPENDIX 2

Subscription and Payment

Fast Finance Pay Corp, Inc.

- 1) **Fax** Completed Subscription Agreement to scan and email to: Attention: Armin Dartsch adartsch@ff24.com.
- 2) Courier or Mail **original**, executed, Subscription Agreement to address below.
- 3) **Wire Funds €** to Fast Finance Pay Corp. See bank details below.

Fast Finance Pay Corp

Uhlandstrasse 165/166
Berlin 10719
Germany

TO SEND A WIRE TO THE FAST FINANCE PAY CORP. BANK ACCOUNT, YOU WILL NEED TO GIVE THE REMITTING BANK THE FOLLOWING INSTRUCTIONS:

BENEFICIARY BANK: Berliner Sparkasse
Niederlassung der Landesbank Berlin AG
Alexanderplatz 2
10178 Berlin

SWIFT CODE: BELADEBEXXX

BENEFICIARY: FF24 Ventures GmbH

ACCOUNT NUMBER: 0191 0256 66

IBAN DE42 1005 0000 0191 0256 66

APPENDIX 3

Report for Year ending December 31, 2022, including Financial Statements

and

Quarterly Report for Period Ending March 31, 2023, including financial statements.