SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") is entered into as of the date of payment made by the Subscriber (the "Effective Date") by and between Ex-Im America Ltd, located at 4040 Broadway, San Antonio, Texas 78209 (the "Company"), and the Subscriber, whose legal name, address, and contact information are provided in the payment process (the "Subscriber").

RECITALS

WHEREAS, the Company is conducting a Regulation A (Tier 1) offering (the "Offering") pursuant to the Securities Act of 1933 (the "Act") for the sale of shares to raise capital;

WHEREAS, the Subscriber wishes to subscribe for shares (the "Shares") of the Company's capital stock at the agreed price of $1.50 per share, determined by the dollar amount paid in the payment process;

WHEREAS, the Subscriber acknowledges that the Company will deliver the number of Shares corresponding to the total dollar amount paid by the Subscriber within a compliant timeframe, either as a book entry, email certificate, or mailed certificate, with banking fees covered by the Company;

WHEREAS, the Subscriber acknowledges that their legal name, address, phone number, and other pertinent information provided during the payment process will be used to officially countersign (execute) the Agreement, issue the Shares according to form instructions, and send a fully executed copy of the Agreement;, and the Company will reach out by phone or email to obtain any missing data, including Tax ID or type of entity, if necessary;

WHEREAS, the Subscriber acknowledges that payment made by the Subscriber signifies their acceptance of the terms in this Agreement and is considered a preliminary acceptance by the Company, with formal execution and countersignature to follow within a reasonable timeframe;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

I. REPRESENTATIONS AND WARRANTIES

The Subscriber represents and warrants to the Company that:

1. The Subscriber is aware of the risks associated with purchasing the Shares.
2. The Subscriber understands the Company may operate at a loss for an indefinite period.
3. The Subscriber has the financial means to fulfill the obligations herein.

4. The Subscriber has read and understands this Agreement, the Offering Circular, and associated documents.
5. The Subscriber confirms they have reviewed or had the opportunity to review all relevant documents.
6. The Subscriber is at least twenty-one (21) years old.
7. The Subscriber meets the requirements under Regulation A, Tier 1 or qualifies as a sophisticated investor.
8. The Subscriber has sufficient knowledge to evaluate the risks associated with the investment.
9. The offer to purchase was communicated without general solicitation or advertising.
10. The purchase is for the Subscriber's own account for investment purposes only.
11. The Shares will not be sold or transferred without proper registration or exemption from the Act.
12. The Subscriber has consulted their attorney regarding the legal aspects of the investment if necessary.

II. DELIVERY AND FINAL SUBSCRIPTION

1. The Company will deliver the number of Shares corresponding to the dollar amount paid by the Subscriber within a compliant timeframe. The Shares will be provided in one of the following formats, as selected by the Company: book entry, email certificate, or mailed certificate.
2. The Subscriber's payment information, including legal name, address, and phone number, will be used as provided during the payment process. The Company will reach out by phone or email for any missing information, including Tax ID or entity type, if needed.
3. Payment by the Subscriber signifies their acceptance of this Agreement, and the subscription will be considered conditionally accepted by the Company upon receipt of payment. The Company will use the data from the payment form to execute and countersign the Agreement. A fully executed copy will then be sent to the Subscriber's email address provided in the payment form, along with the issuance of Shares as outlined in the form instructions.. The Company will formally execute and countersign the Agreement within a reasonable timeframe, after which a fully executed copy will be sent to the Subscriber's email address listed in the payment form, along with the book entry or certificate. The Subscriber's payment will serve as their acknowledged signature.

Instructions for Determining Number of Shares:

The number of Shares the Subscriber will receive is determined by dividing the total dollar amount paid by $1.50 (the price per share). For example, if the payment made is $3,000, the Subscriber will receive 2,000 Shares ($3,000 / $1.50 per share).

III. INDEMNIFICATION

The Subscriber agrees to indemnify and hold harmless the Company and its affiliates from losses or expenses (including legal fees) resulting from misrepresentation or legal action brought by the Subscriber against an Indemnified Party where the Indemnified Party prevails.

IV. MISCELLANEOUS

1. Notices shall be in writing and delivered to the Company's registered address and the Subscriber's listed address.
2. This Agreement is governed by Texas state law and U.S. federal law.
3. This Agreement represents the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Subscriber Signature (Acknowledged upon Payment): Form Acknowledgement
Date (Effective Date):
Address: As provided in the subscription agreement and payment form

Company Signature (Countersigned upon Formal Acceptance):
Luis J. Vega, President
Ex-Im America Ltd